

ATTACHMENT A: PROPOSAL REQUIREMENTS & SPECIFICATIONS

ENERGY MANAGEMENT SERVICES

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Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: ***Technical Proposal – Bidder Name.docx***.

For sections of **Attachment A** structured like the example below, simply click in the green cell or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
This is a sample question. Do not provide a response.	

For sections of **Attachment A** structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement.

1.1.2.	Electric Procurement Services. Does Bidder provide electric procurement services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is a sample question. Do not provide a response.		

1.2. Attachments

Bidders may incorporate additional documents by reference as part of their response to the questions in this document. For example, you may want to include brochures, reports, charts, or graphs in response to specific questions. Bidders should clearly state in their response whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder's electronic Technical Proposal submissions and uploaded to Bonfire should include in the following order: i) Technical Proposal, ii) Bidder's name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to **Section 2.2.1.**, the following electronic file name would be appropriate: ***Technical Proposal – Bidder Name – Section 2.2.1. – Financial Statements.pdf***.

Section 2. Bidder Overview & Qualifications

2.1. Company Information

2.1.1.	Company Name & Address.	
Company Name:	Ameresco, Inc.	
Headquarters Street Address:	111 Speen Street, Suite 410	
City, State & Zip Code:	Framingham, MA 01701	
Main Telephone Number:	508.661.2200	
Website:	www.ameresco.com	
2.1.2.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
Ameresco was formed in 2000 and has been operating under its business name for 20 years.		
2.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Click here to enter response.
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

2.2. Financial Strength & Legal Considerations

2.2.1.	Financial Strength. Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</i>
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A copy of Ameresco's 2019 Annual Report is provided with this submission.

Ameresco recognizes that it is paramount to have an energy partner that is not only technically qualified, but also financially strong, with a stable with a solid track record of performance in the capital markets. With 2019 revenues of over \$867 million and a construction backlog exceeding \$2 billion, Ameresco is a leading independent provider of comprehensive energy solutions. For the year ending 2019, Ameresco had total assets of approximately \$1.37 billion, cash in excess of \$30 million and a \$115 million credit facility. In addition, we maintain a \$1 billion surety credit facility through two corporate providers, both with an AM Best Rating of "A Excellent".

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

2.2.2.	Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.
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None

2.2.3.	Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
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As a publicly traded company, Ameresco includes in its filings with the Security and Exchange Commission a brief description of any [material](#) pending legal proceedings, other than ordinary routine litigation incidental to the business, to which Ameresco or any of its subsidiaries is a party or of which any of their property is the subject.

As reported, in Ameresco's most recent Annual Report on Form 10-K filed with the SEC, and updated in subsequent quarterly filings, in the ordinary conduct of our business we are subject to periodic lawsuits, investigations and claims. Although we cannot predict with certainty the ultimate resolution of such lawsuits, investigations and claims against us, we do not believe that any currently pending or threatened legal proceedings to which we are a party will have a material adverse effect on our business, results of operations, or financial condition.

The Company's most recent 10 – K may be located using the U.S. Securities and Exchange Commission website as follows: <https://www.sec.gov/Archives/edgar/data/1488139/000148813920000014/amrc1231201910-k.htm>

2.2.4.	Mandatory Contract Performance Disclosure. Pursuant to RFP Section 3.13 , disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, " formal claims " means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
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See Ameresco's response to question 2.2.3. Ameresco has never had a "formal claim" for breach of any Energy Supply Management contracts. At this phase of the proposal and services to be provided, Ameresco does not anticipate using any subcontractors. Should we use subcontractors in the future, they would be held to the same standards as Ameresco would be for the contracted services.

2.2.5. **Mandatory Disclosure of Governmental Investigations.** Pursuant to **RFP Section 3.14**, indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

None

2.3. Industry Qualifications

2.3.1. **Industry Experience.** How long has your company provided products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?

Ameresco has provided Energy Supply Management (ESM) services for over 20 years.

2.3.2. **Geographic Reach.** Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded. If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.

Ameresco services are nationwide.

2.3.3. **Certifications and Licenses.** Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when, and why did your company lose any referenced certifications?

Ameresco's "brokers" or "consultants" license to execute electric and gas deals are current. Ameresco has applied for and been granted all necessary licensing in restructured states and all licenses are in good standing.

2.3.4. **Natural Gas Customers.** Provide an estimate of the annual consumption (MMBtu) of natural gas managed for your customer base in the United States?

12,459,295 MMBtu	
2.3.5.	Electric Customer Portfolio. Provide an estimate of the annual consumption (MWh) of electricity managed for your customer base in the United States?
3,914,677 MWh	

2.4. Public Sector Focus

2.4.1.	<p>Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract vehicle, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?</p>
<p>Ameresco's federal contracting vehicles include the following. Details on expiration dates, etc. are available upon request.</p> <p>GSA Energy Management Support and Services (GS-10F-0367M) GSA Facility Management and Energy Solutions, ESPC (GS-07F-092AA) Department of Energy, Energy Savings Performance Contract (DEEE0008027) Army Energy Savings Performance Contract (W912DY-09-D-007) Army UMCS V Unrestricted MATOC (W912DY20D0078) Army Renewable Energy – Multiple Award Task Order Contracts (MATOCs) Army Energy Conservation Investment Program MATOC (W912-DY13-D-0071)</p>	
2.4.2.	<p>Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>
<p>_____ of the company's total annual revenues</p>	
2.4.3.	<p>Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>
<p>_____ of the company's total annual revenues</p>	
2.4.4.	<p>Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions? <i>For clarity, the figures requested are to include revenue</i></p>

2.5.1.	<p>Provide references of at least three (3) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> • Customer name and location; • Customer contact person and their title, telephone number, and email address; • A brief description of the products and services provided by your company; • Customer relationship starting and ending dates; and, • Notes or other pertinent information relating to the customer and/or the products and services your company provided.
<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
[REDACTED]	[REDACTED]

2.6.1.	<p>General Liability, Property & Automobile Insurance. If your company is selected as the Winning Supplier, during the term of any agreements between your company and Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
2.6.2.	<p>Employee Dishonesty – Members. The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Equalis Group Member utilizing the Program.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		

Section 3. Products and Services

3.1. General Information

3.1.1.	Customized Offering. Describe how you are able to customize the program offering to Equalis Group Members.
	<p>First, we need to discover what it is the members truly need and what goals they are trying to accomplish. Increasing revenue, always a popular one, might be a bottom line business goal but training members to help accomplish that goal will look different depending on the type of business. We'll design a training plan based on our experience with similar entities as your members to educate and motivate them to participate. Our fees are known, not hidden in a supply rate. Transparency is a great way to earn the trust of your members, especially those who are not participating in the aggregate energy purchase. Consultant fees are often imbedded in the supply offer leaving the purchaser in the dark when it comes to what they actually pay for the service. With members spanning across the country, we'll also look to create smaller purchasing groups for members located in the same zones/ISOs to align contract end dates and increase the load size. We can even structure energy supply contracts to allow for members to join the contract post execution (for example; if they had 8 months remaining on their existing contract when the member purchase is made, they could be added to that contract under the same rate, terms and conditions when their original contract expires.</p>
3.1.2.	Differentiators. Describe what differentiates your company's products and services from your competitors.
	<p>Ameresco is both vendor neutral and technology agnostic, and independent of any parent company or other competing lines of business. Our clients appreciate that all decisions are made locally, and the financial benefits of our projects stay in the communities we serve. This ensures an attention to detail and commitment from our executive leadership and all employees, which ultimately results in successful and timely completion of projects for our clients.</p> <ul style="list-style-type: none"> * 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. * We develop comprehensive procurement and risk management strategies for our customers to procure and proactively address all facets of energy commodity risk exposure. Our portfolio of customers ranges from some of the largest and most sophisticated energy consumers in North America to single account clients. * Averaging over 18 years, our employee tenure is one of our biggest strengths and continuity in commodity purchasing is very beneficial. As energy markets move, different strategies and term lengths come into play. Having a procurement team familiar with past, present, and future goals/conversations will save valuable time for your members. * Regulations and individual charges per kWh/Therm vary greatly among these ISO's so our procurement team has been assigned specific geographical regions, often focused on either electricity or natural gas. This approach provides a laser focus on specific areas instead of our experts managing clients across multiple ISO's throughout the county. Our teams' longevity and experience in the markets they manage provide our clients valuable intelligence on historic trends, current challenges, and further expectations. * We have access to several sources of market information as members of different ISO's across the country. We're among the first to learn of potential rule changes that could affect pricing, providing critical guidance to the procurement process.

3.2. Electric Procurement

3.2.1.	Electric Procurement Services. Does Bidder provide electric procurement services? If yes, continue answering the questions in Section 3.2.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.		
3.2.2.	Procurement Process. Describe your Request For Proposal (RFP) process for electric procurement & supply management.	
<p>Assign a primary point of contact to field questions from CCOG and other public sector organizations/or members throughout the Term of the Agreement, and to coordinate the efforts of Ameresco's procurement experts and rate experts, and back office personnel;</p> <p>Collect as baseline data:</p> <ul style="list-style-type: none"> a) 12 months of energy history (bill images or billing information) from Customer for which RFP's will be performed b) Copies of any current supply contracts <p>Engage in discussions with existing and potential customers to determine approach, purchasing strategy, budget considerations, legal requirements, risk tolerance, interest in aggregating with other Equalis Members within same state/zone, and any other specific information for Energy (defined in Agreement as electricity, natural gas, both, other, etc.). Purchasing strategies may include fixed price commodity purchase or block purchase of physical electrical energy either at the time of initial purchase of the commodity or through a subsequent order.</p> <p>Develop RFP (request for proposal) documents to solicit quotes from viable suppliers in accordance with approved strategies and any existing contracts. At Customer's request, RFP may specify a green power purchase option.</p> <p>Manage the bid process, be available to answer questions from potential suppliers and/or members related to the bid process, and provide a written recommendation with supporting analysis to members regarding winning supplier, price, term, and contract documents.</p> <p>Assist in contract execution. Ameresco will provide a review of any potential agreement and work with member attorneys/liaisons to complete negotiations with the potential supplier (such contract review not to be considered a substitute for member's own legal review);</p> <p>Provide to Customer the following reports during Ameresco's engagement:</p> <ul style="list-style-type: none"> a) Daily Energy Report (emailed) b) For each RFP, a written recommendation with supporting analysis to member regarding winning supplier, price, term, and contract documents (emailed to member representative) c) Electric spend reports in relation to budget and historical costs. Ameresco will be happy to discuss these reports monthly, quarterly, annually, or as often as members would like during the term of our agreement. 		
3.2.3.	24/7 Services. Do you provide 24/7 supply management services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Amersco is happy to discuss CCOG's requirements for 24/7 services.		
3.2.4.	Projections. Are you able to provide current and two-year electric market pricing projections?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

We can provide current and forward market electric pricing and projections. These projections are for commodity, not retail adders or regulated utility charges. We also provide projections based on a specific start date or by calendar year to inform members when there is an opportunity to save compared to the current contract. Evaluation models used successfully for our clients to monitor and manage supply assumptions are uploaded as a separate attachment. These models highlight the overall data points for a given year. It shows the budget data, the hedge strategy, actual performance and performance against budget. The VaR calculation for each year is shown under the “Forecasted” section. Also included is a natural gas market chart showing some technical indicators, and an additional chart and table showing hedges and VaR.

3.2.5. **Energy Budgets.** Please describe how you support clients in developing annual electric energy budgets.

We first check with the client to learn if any major usage fluctuations are expected during the budget year and make adjustments accordingly (volume changes at each location and/or plant closures and/or new plants set to open). For all accounts on third party supply, we include locked supply rates and estimated supply rates (if a contract doesn’t extend all the way through the budget year). Estimated supply rates are based on available supplier quotes at the time of budgeting. We also model the utility rate based on delivery tariff information available at the time of budgeting. We also contact the utility directly to find out if any rate hikes are in the works for the budget year and incorporate those as needed. For accounts on tariff (utility supply), we will attempt to model delivery rates for the largest spend accounts and estimate others using available forecasts from the Energy Information Agency.

3.2.6. **Tariff Review.** Describe your Tariff Review service for electricity to determine the appropriate utility service recommended to a client.

Given sufficient bill information, Ameresco will review all rates the account qualifies for and provide an analysis of potential savings.

3.2.7. **Negotiations.** How many years has your company provided negotiating services related to rates, terms, and conditions for electric services? Provide examples with results.

Ameresco will not negotiate rates or terms and conditions directly with utilities. We will, however, provide guidance on strategies for negotiations with the utilities.

3.2.8. **Capacity.** Describe your capacity for providing electric procurement services. In your response, please include the numbers of procurement transactions you performed in each of the last three years and the number of customers you for whom you provided procurement services.

Ameresco’s Supply Management team has an average tenure over 15 years! We are geographically positioned across North America to focus on specific regions and ISOs. We’re going to create and manage a sustainable energy procurement plan. It’s not sexy, energy procurement is a lot of busy work and once that’s done, you need to apply past and present market intelligence, logic, and execution and that takes practice! This is where Equalis members will really benefit from our regional experts. Every member will have different goals and expectations, our team knows exactly what’s needed, how long it takes, and who the market participants are to deliver timely Bid Summary’s and recommendations sheets. Ameresco currently manages 215 electric deals for 52 different clients. Over the last three years, we’ve executed 338 deals for 49 different clients.

3.2.9.	Supplier Analysis. Describe your electric supplier analysis process. Your description may include, but is not limited to, experience and process to establish suppliers including credit, contract terms, etc.
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Matching a customer's energy goals with the right competitive electricity suppliers is crucial in developing long-range energy security. Customer's should expect prospective electricity suppliers to be financially viable, offer a variety of product solutions and operate in a wide range of energy markets. With these criteria in mind, Ameresco evaluates competitive electricity suppliers based upon a number of technical and experiential data points which are collected, analyzed and updated for both existing and new suppliers. Among them are:

Technical

Demographic Information

1. Name
2. Parent Company
3. State of Incorporation
4. Public / Private
5. Trading Exchange (if Public)
6. Stock Symbol (if Public)
7. FEID#
8. DUNS#
9. Credit Rating (S&P and Moodys)
10. Does the Supplier Own Generation Assets?
11. Is the Supplier affiliated with a Regulated Utility?

Market Information

1. Years in Business
2. Markets Served
3. Products Offered

Contract Information

1. Master Agreement Available
2. Standard Bandwidth
3. Expanded Bandwidth Available
4. Material Adverse Change
5. Standard Payment Terms
6. Extended Payment Terms Available
7. Available Billing Options (Single, Dual, Summary)
8. Notice Provisions
9. Month to Month Pricing Structure

Experiential

Pricing Systems

1. Are supplier's prices competitive across all regions?
2. Are product structures that include block pricing offered by the supplier?
3. How quickly can pricing be provided after being requested?
4. Does the supplier provide block pricing reports? If so, what is the frequency of reports?

5. Does the supplier's system generate prices in error that are later revised?

Contract

1. Is the supplier's standard agreement "business-friendly" as to contract terms, length, and organization?
2. Is the supplier willing to make changes to their standard agreement?
3. Are contracts generated quickly to allow for execution before pricing expires?
4. Are contracts complete and accurate when sent by the supplier?
5. Can the supplier include a percentage of renewable energy or RECs?
6. Can the supplier provide a percentage of energy from a minority partner?

Customer Service

1. Does the supplier respond timely to RFPs with quotes that comply to bid requirements?
2. Does the supplier employ experienced sales representatives that possess adequate knowledge of the markets they serve?
3. Does the supplier communicate effectively to Ameresco through open communication channels?
4. Is the supplier's ability to switch accounts adequate?
5. Does supplier send accurate/timely invoices?
6. Do invoices provide necessary detail of charges?
7. Does the customer have access to online billing information through the supplier's system?
8. Does the supplier offer useful reports to its customers?
9. Does the supplier offer a dedicated account and customer service representatives for resolution of billing issues?

Market Presence

1. Is the supplier a national or regional organization?
2. What is the size of the retail load served by the supplier?
3. Does the supplier communicate market intelligence to customers?
4. Is the supplier's organization financially stable?
5. Does the supplier often require posting of collateral by its customers?

3.2.10.	Alternate Fuel. Do you provide alternate fuel analysis? If yes, describe Bidder's approach to alternate fuel analysis?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Ameresco provides alternate fuel analysis. The analysis involves analyzing the correlation between derivative commodities and their base to identify pricing trends. Ameresco's analysis helps compare different commodities on a single price scale.

3.2.11.	Coincident Peak. Do you provide Coincident Peak (utility peak load) services monitoring metering data and load profile?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Ameresco does not but we have a partnership with our energy suppliers who will send day ahead and real time alerts to our clients interested in receiving these notifications across all markets we compete in. We have also outlined several other ways Ameresco can improve a members load profile through other product offerings such as an Energy Savings Performance Contract in this response.

3.2.12. **Aggregate Loads.** Do you provide services to aggregate electric loads, where applicable? ☒ Yes ☐ No

Ameresco is currently working with two significant aggregation groups in Texas.

3.3. Natural Gas Procurement

3.3.1. **Natural Gas Procurement Services.** Does Bidder provide natural gas procurement services? ☒ Yes ☐ No
If yes, continue answering the questions in Section 3.3.

Click here to enter response.

3.3.2. **Procurement Process.** Describe your Request For Proposal (RFP) process for natural gas procurement & supply/logistics management. Your description should address, but it not limited to, transportation, scheduling, nominating; distribution; balancing; supplier management; advisories; hourly index price tracking and analysis; contracting support; default supply tracking and assessment.

In submitting natural gas RFPs for our clients, Ameresco works with suppliers who include transportation, scheduling, nominating and balancing in their price. These suppliers have been vetted for providing such inclusive pricing so no risk is assumed by our clients. We provide expertise in our knowledge of which pricing product (monthly NYMEX, Index, etc) is the best for the specific regions in question. By doing the contract legwork up front, and requiring bidders to execute contract forms in advance, our clients eliminate variation in contract terms between bidders as a variable in the RFP process so we can focus on price as a determining factor in awarding supply contracts.

Click here to enter response.

3.3.3. **24/7 Services.** Do you provide 24/7 supply management services? ☒ Yes ☐ No

Ameresco is happy to discuss CCOG's requirements for 24/7 services.

3.3.4. **Projections.** Are you able to provide current and two-year natural gas market pricing projections? ☒ Yes ☐ No

Ameresco can provide current and forward market natural gas pricing and projections. These projections are for commodity, not basis costs or regulated utility charges. We also provide projections based on a specific start date or by calendar year to inform members when there is an opportunity to save compared to the current contract.

3.3.5. **Budgets.** Please describe how you support clients in developing annual natural gas energy budgets.

Same as electricity budgeting, see answer to 3.2.5.

3.3.6.	Tariff Review. Describe your Tariff Review service for Natural Gas to determine the appropriate utility service to recommend to a client.
Given sufficient bill information, Ameresco will review all rates the account qualifies for and provide an analysis of potential savings.	
3.3.7.	Customer Transitions Describe your company's experience and the steps involved in converting a customer from tariff sales to transport service.
As every utility company is different in their procedures in switching customers from tariff to transportation, Ameresco finds it best to work directly with the utility company's key account rep designated specifically to the client. We take on the responsibility of the conversion as the liaison between our client and the utility company. While it is ultimately the responsibility of our client to sign all necessary forms, we are involved in every step of the process.	
3.3.8.	Negotiations. How many years has your company provided negotiating services with utilities and pipelines for rates, terms, and conditions related to gas transportation? Provide examples with results.
We don't directly negotiate transportation rates, terms and conditions with utility companies, but we do provide our clients with in-depth analysis when they are determining their best options in regard to transportation rates, etc.	
3.3.9.	Capacity. Describe your capacity for providing natural gas procurement services. In your response, please include the numbers of procurement transactions you performed in each of the last three years and the number of customers you for whom you provided procurement services.
Ameresco's Supply Management team has an average tenure over 15 years! We are geographically positioned across North America to focus on specific regions and ISOs. We're going to create and manage a sustainable energy procurement plan. It's not sexy, natural gas procurement is a lot of busy work and once that's done, you need to apply past and present market intelligence, logic, and execution and that takes practice! This is where Equalis members will really benefit from our regional experts. Every member will have different goals and expectations, our team knows exactly what's needed, how long it takes, and who the market participants are to deliver timely Bid Summary's and recommendations sheets. Ameresco currently manages 161 natural gas deals for 37 different clients. Over the last three years, we've executed 262 deals for 35 different clients.	
3.3.10.	Supplier Analysis. Describe your natural gas supplier analysis process. Your description may include, but is not limited to, experience and process to establish suppliers including credit, contract terms, etc.
<p>Matching a customer's energy goals with the right competitive natural gas suppliers is crucial in developing long-range energy security. Customer's should expect prospective natural gas suppliers to be financially viable, offer a variety of product solutions and operate in a wide range of energy markets. With these criteria in mind, Ameresco evaluates competitive natural gas suppliers based upon a number of technical and experiential data points which are collected, analyzed and updated for both existing and new suppliers. Among them are:</p> <p>Technical</p> <p>Demographic Information</p> <ul style="list-style-type: none"> Name 	

- Parent Company
- State of Incorporation
- Public / Private
- Trading Exchange (if Public)
- Stock Symbol (if Public)
- FEID#
- DUNS#
- Credit Rating (S&P and Moodys)
- Does the Supplier Provide a Discount to Relinquish Storage Capacity?
- Is the Supplier affiliated with a Regulated Utility?

Market Information

- Years in Business
- Markets Served
- Products Offered

Contract Information

- Contract Used (NAESB w/Special Provisions or Proprietary Master Agreement)
- Standard Swing
- Additional Swing Available if less than 100%
- Material Adverse Change
- Standard Payment Terms
- Extended Payment Terms Available
- Available Billing Options (Single, Dual, Summary)
- Notice Provisions
- Month to Month Pricing Structure

Experiential

Pricing Systems

- Are supplier's prices competitive across all regions?
- Are product structures that include hedging percentages of load offered by the supplier?
- How quickly can pricing be provided after being requested?
- Does the supplier provide hedged pricing reports? If so, what is the frequency of reports?
- Does the supplier's system generate prices in error that are later revised?

Contract

- Is the supplier's standard agreement "business-friendly" as to contract terms, length, and organization?
- Is the supplier willing to make changes to their standard agreement or special provisions?

- Are contracts generated quickly to allow for execution before pricing expires?
- Are contracts complete and accurate when sent by the supplier?
- Can transactions be confirmed verbally, by email or is a signature required?
- Can the supplier include a RNG or a carbon offset?
- Can the supplier provide a percentage of energy from a minority partner?

Customer Service

- Does the supplier respond timely to RFPs with quotes that comply to bid requirements?
- Does the supplier employ experienced sales representatives that possess adequate knowledge of the markets they serve?
- Does the supplier communicate effectively to Ameresco through open communication channels?
- Is the supplier's ability to switch accounts adequate?
- Does supplier send accurate/timely invoices?

3.3.11. **Regional Price Monitoring.** Describe your process for evaluation and review of regional basis pricing.

Natural Gas:

Ameresco uses a licensed software to obtain basis pricing. It's then evaluated against historical and marketer quotes. Some of the analytical tools used for evaluation include-

- Percentile ranking
- Standard deviation
- Stochastic Oscillation
- Moving Averages/Directional Indicators

Regional Basis pricing posted on Ameresco's Daily Market Report

Electricity:

Basis pricing is evaluated by comparing the HUB prices against individual pricing points

Ameresco uses historical data, as well as marketer provided prices for evaluation

3.3.12. **Natural Gas Asset Optimization Services.** Describe your Asset Optimization Services. ☒ Yes ☐ No

In markets where our customers have rights to gas storage we work with them to develop a plan to lower costs by effectively utilizing this capability to purchase more gas in cheaper months to utilize in more expensive months. The exact plan would vary depending on the specific operating characteristics of the storage and the customer's budget needs. We have also leveraged storage capability in gas supply RFP's, allowing suppliers to utilize the resource in exchange for a discount on year-round gas supply. To the extent our customers have alternate fuel capability we can work with them to leverage this capability with their gas supplier and/or utility company, achieving better rates on their behalf. Finally, Ameresco is always conscious of the price for natural gas and how it is changing over time. We work with our clients to establish risk management strategies, taking advantage of dips in the forward price of gas while protecting budgets.

3.4. Data Management

3.4.1.	Information Security. Describe the security procedures in place to protect access to clients' energy related data (utility invoices, contracts, GHG emission data, etc).	
<p>Ameresco maintains a formal Information Security Program based on the NIST Framework and the associated Policies, Standards, Procedures, Training & Awareness Program and an ongoing Plan of Action & Milestones. Compliance Monitoring and Audit is performed in compliance with SOC 2 type 2 audit and currently working towards NIST compliance.</p>		
3.4.2.	Reporting Capabilities. List and describe the types of reports you develop and maintain for both natural gas and electric energy management services. Provide examples of these types of reports.	
<p>Sample Daily, Weekly and Monthly reports are uploaded as a separate file.</p> <p>Daily Report: Ameresco prepares a daily market report that houses Natural Gas, Electricity and Fuel cost data. The report delineates commodity and basis pricing for natural gas, regional pricing for the major electric hubs and NYMEX prices for fuels.</p> <p>Weekly Reports: Ameresco conducts calls with clients requesting weekly updates that focus on pertinent market dynamics and portfolio updates. Reports within the presentation include portfolios with hedge data, market prices and analysis of market prices.</p> <p>Monthly Reports: Ameresco prepares detailed monthly reports that expand on the weekly reports. Monthly reports comprise of:</p> <ul style="list-style-type: none"> -Market commentary -Portfolio Updates -Price analysis using technical and fundamental indicators -Comparison to Budgets -Hedging updates, including mark to market and value at risk analysis <p>All reports within the weekly and monthly files can be accessed via Ameresco's online portal.</p>		
3.4.3.	Online Reporting. Describe your company's on-line reporting system.	
<p>Ameresco uses the Power BI application to provide online reporting services to its clients. Power BI is a business analytics software created by Microsoft that allows for housing, preparing, analyzing and displaying data through a single platform. Ameresco creates online dashboards for its clients, based on the clients' data, that can be optimized as per individual needs and requirements. These dashboards are fully customizable and interactive and are shared with clients once developed. The system allows Ameresco to create numerous dashboards within the platform that can then be used to house analytical reports based on the data as well as any other pertinent information the client wants to view. Examples of reports include: usage and cost analysis, budget data, variance to budget, hedge portfolios, mark to market comparisons etc. See attached Power BI Demo.</p>		
3.4.4.	Payment Services. Does your company audit and pay supplier, utility, pipeline, and other energy invoices, as requested and coordinated with plants to ensure timely processing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Ameresco does not offer bill payment services.

3.4.5.	Invoice Resolution Services. Do you provide invoice resolution services? If, yes, provide a description of those services. This may include, but is not limited to, correcting invoice errors, research lost or missing invoices, and providing a monthly report identifying error resolutions and their respective statuses.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Ameresco can provide invoice auditing of third party supplier invoices.

3.4.6.	Contract Management Services. Do you offer Contract Management services? If, yes, provide a description of those services and your contract management platform capabilities.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Ameresco offers Contract Management Services. The service includes -
Housing current and past contract data for all commodities (Including copies of the contracts)
-Contract volumes
-Contract Prices
-Dates of Execution
-Counterparties Involved
-Contract Type
-Any other pertinent data set related to the Contract

Contract copies can also be stored on Ameresco's online portal

Standard Information includes:

Status Broker /Consultant Fuel Customer Division # Accounts Annual Volume (dth/MWh) Start Date
End Date Contract Type Rate Supplier Utility/Service Territory City State Buyer Supplier email PPOC
Analyst NYMEX Estimate Total Cost/Unit Total Annual Cost

3.5. Energy Market Information

3.5.1.	Market Information. Describe your approach for delivering current market information to your customers. Your response may include, but it not limited to, daily access to industry analysis, updates, pricing, pipeline information, and market trend information. Provide sample reports to illustrate your capabilities.
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For Risk Management and Market Information, Ameresco utilizes a reporting tool called Power BI. We've attached examples of daily, weekly, and monthly reports. Ameresco continually monitors the energy markets for optimal times to buy and provides our customers with this market intelligence as buying opportunities become available.

3.5.2.	Market Data. Describe your approach to provide market data. Your response may include but is not limited to, factors affect trends, risk management, and general energy information. Provide sample reports to illustrate your capabilities.
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Client calls outline current and expected natural gas market trends with coverage of storage, weather, production and other factors (i.e. LNG, Mexico exports, etc.) impacting pricing. Charts include historic view of futures pricing for both natural gas and electricity as well as the client's gas and power hedge portfolios as compared against the market (past and future). Electric market commentary is also provided for those with power portfolios under Ameresco management.

3.5.3. **Regulatory Services.** Describe your Regulatory Services relative to energy.

Ameresco is a member of ISO New England and owns generation in the RTOs and ISOs that cover deregulated states. Because of the vested interest, Ameresco stays well informed in current regulations, rules, and laws as well as proposed changes that could affect them in scheduled calls.

3.5.4. **Client Engagement.** Describe the general informational and educational opportunities, like webinars and conferences you provide customers in the energy space? ☒ Yes ☐ No

Ameresco provides an on-demand webinar and video library presenting energy topics of interest to municipal, state and Federal agencies as well as renewable energy and energy infrastructure ideas for private enterprises in the healthcare, commercial real estate, manufacturing and industrial sectors. These webinars are presented by senior Ameresco staff and present cutting-edge solutions that meet current and future energy and regulatory needs.

For more details visit: <https://www.ameresco.com/ameresco-on-demand-webinar-library/>

For more details visit: <https://www.ameresco.com/ameresco-video-library/>

3.6. Price Risk Management

3.6.1. **Risk Objectives.** Describe your process to determine risk objectives for Equalis Group Members.

The first step in the process is the initial risk assessment between Ameresco and the customer. During this stage, Ameresco offers the benefit of its experience with other clients to assist the customer with understanding your risks in the context of your energy budget. With our knowledge of the market trends, upside/downside risks, and market prices, Ameresco is able to determine where the customer lies on the "risk spectrum". We will want to determine if the individual organizations have Risk Management Policies that would guide energy procurement decisions. Ameresco will ask questions. For example, if we are heading into the summer season, how much exposure to real time, on peak prices can the customer afford? If energy prices are at a 15-month low, what is the possible range of prices during the relevant contract term and is now the best time to buy? How much of the customer's energy consumption can change based upon season, monthly production or daily anomalies? All these are types of questions that Ameresco will help the customer to answer in the development of their high-quality energy plan, which will form the basis for making procurement decisions during the contract term.

Price risk is closely associated with time. Hourly prices in the spot market may fluctuate wildly, but in the long term the average price may be attractive relative to forward energy prices. Energy is more expensive in certain months and at various times of the day when demand is greater. Understanding a customer's risk profile can enable us to choose the ideal product structure for the customer. Optional structures include:

1. All-In Fixed Price
 - a. reduces risk of change in rate to buyer

- b. risk is borne by supplier at cost (risk premium)
- c. premiums could include: wholesale margin, supplier-calculated load shaping costs, credit costs

2. Index Price

- a. variable price based upon current market conditions at the time the power is generated.
- b. increased risk that spot market prices will spike or move gradually higher with general inflation to energy costs
- c. supplier premiums are removed
- d. rates are often lower than forward wholesale prices for the same term

3. Block (Hybrid)

- a. used in conjunction with index pricing structure as hedge against risk of spot market price spikes
- b. load-following block versus flat wholesale block
 - i. Load Following: hedge percentage is same each hour and easy to set at desired level; block prices include load-shaping premiums
 - ii. Flat: blocks priced closer to wholesale market without premiums, creating opportunity for unique hedge strategy; hedge level could expose customer to more risk than expected if load deviates from expectation.

3.6.2.

Hedging Recommendations. Describe how your organization provides proactive guidance and management of hedging recommendations?

Completion of the energy plan as described above sets in motion the next phase of the process – execution. Ameresco designs a Request for Proposal (“RFP”) that will seek market quotations from a group of capable and reputable suppliers in the marketplace. After evaluating those bids, Ameresco presents a recommendation based upon expected performance against a set of selected criteria. Once the highest-value supplier is selected and an energy supply contract is executed by the end user, Ameresco will begin working with that supplier to hedge price and volumetric risk by procuring wholesale energy to match the requirements of the energy plan.

Employing a layered hedge strategy could include setting price targets or time-based hedges. A price target is typically below current market conditions and is established using technical and fundamental analysis of market factors. While buying energy at historically attractive rates is a favorable outcome, the success of this approach is not determined only by buying at the absolute lowest point in the market. Often, buying decisions are made just before the market finds its bottom and runs higher.

Setting a date by which a certain percentage of total expected energy consumption is purchased if market orders have not been lifted instills a discipline for buyers to make sure that they are constantly seeking to mitigate market exposure. Together, these two types of purchases comprise a balanced hedge strategy: buying electricity at targeted levels to reduce the risk of future price increases that impact your ability to meet budgetary objectives.

The energy plan is always evolving as the market changes. Therefore, it is necessary to monitor the progress toward the plan goals. Ameresco tracks forward prices for energy to determine if additional wholesale energy should be procured. Ameresco monitors and evaluates trends in real time and day-ahead index prices to determine if risk exposure is optimal and providing appropriate value. Ameresco delivers timely reports to the customer to determine if actual results are in line with the energy plan.

3.6.3.	Hedging. Do you provide physical and financial hedging? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Ameresco can assist with both physical and financial hedging.	
3.6.4.	Hedge Reporting. Do you provide hedge management reporting services? If yes, please provide details of your capabilities. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Ameresco provides hedge management reporting services.</p> <p>Services include:</p> <p>Placing hedges on the clients' behalf (both physical and financial) after rigorous market research</p> <ul style="list-style-type: none"> - Ameresco studies the market and recommends targets based on analytical research <p>Recording the hedges and creating portfolios that will include:</p> <ul style="list-style-type: none"> - The overall forecast - The hedged volumes and costs - Hedge percentages - Mark-Market comparison of hedges - VaR (Value at Risk) calculation for unhedged volumes <p>A Hedge Analysis Example has been uploaded as a separate file.</p>	

3.7. Sustainability Services

3.7.1.	Sustainability Services. Does Bidder provide natural Sustainability Strategy Services? If yes, continue answering the questions in Section 3.7. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Ameresco does provide energy sustainability services to clients looking to decrease their carbon footprint and transition to renewable energy. We can assist in providing the baseline and available strategies and track results.	
3.7.2.	Sustainability Strategy Services. Describe your approach and the services related to development of a sustainability strategy for your customers.
<p>Ameresco works with clients to determine the current baselines and understand the clients overall goals and budget. Based on these goals, Ameresco will identify the available strategies and costs that can be ranked for implementation. Working with the client, a program is developed that includes an implementation schedule and budget.</p>	
3.7.3.	Virtual Purchase Power Agreement. Describe your Virtual Purchase Power Agreement (VPPA) program for renewables.
Ameresco does not have experience in VPPA consulting.	

3.7.4.	Power Purchase Agreements. Describe your experience with Power Purchase Agreements (PPAs) to buy power from a given power generator.	
<p>Ameresco has found that “sleeved” PPAs are an excellent alternative to direct offsite PPAs. A sleeved PPA transfers risk to the energy supplier and opens additional opportunities to end users. Ameresco has been successful in obtaining renewable energy through sleeved PPSa for national clients.</p>		
3.7.5.	Renewable Energy Certificate. Describe your Renewable Energy Certificate (REC) capabilities.	
<p>As a company that builds renewable generation, we are experienced in current and forecasted REC pricing. We can assist clients in purchasing RECs through a broker. Determining the most appropriate type of REC and quantity would be a part of a clients energy sustainability strategy.</p>		
3.7.6.	Carbon Offsets. Describe your carbon offset capabilities.	
<p>As part of the energy sustainability strategy, carbon offsets can be a part of the answer. Ameresco has purchased carbon offsets for several clients through an RFP process.</p>		
3.7.7.	Solar Development Model. Do you offer Solar Development Services for rooftop or ground-mount installations? If so, please detail your services model.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Over the last 12 years, Ameresco’s solar efforts have reinforced our trustworthy reputation. Our solar PV team uses in-house resources, including financing, legal, operations and maintenance staff, and professional engineers, which helped fuel the company’s rapid growth in the solar industry.</p> <p>We have installed 274 MW of solar PV projects with an additional 167 MW of projects in construction. These solar PV systems are of various types, including ground mounts, parking lot canopies, rooftops, and landfills, for customers across the country. Ameresco has the capability and financial strength to successfully design and construct solar PV rooftop and ground-mount systems.</p> <p>For more details visit: https://www.ameresco.com/solution-solar-power/ Click here to enter response.</p>		
3.7.8.	On-Site Generation. Do you provide consulting relative to On-site generation Combined Heat and Power (CHP) requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Ameresco can provide consulting services for on-site generation CHP systems. We have developed, designed, built, and operate and maintain distributed energy projects at a number of mission critical facilities, including regional projects at the Philadelphia Water department (5.6MW cogen operating on biogas), the Philadelphia Navy Yard (8MW natural gas peaking plant), and Bradley International Airport (5.7MW cogen). These off-grid solutions meet on-site power needs with clean, energy-efficient plants.</p> <p>For more details visit: https://www.ameresco.com/cogeneration-chp/</p>		
3.7.9.	Programs. What programs do you offer for carbon footprint reduction and tracking?	

To help achieve carbon footprint reduction goals, Ameresco works with customers to define and devise a sustainability awareness and education outreach program to help meet their goals and vision. We will establish specific tasks, deliverables, and target milestones. We will involve key stakeholders, such as energy committee members, school faculty and business owners, who are interested in energy awareness and sustainability.

Ameresco's AssetPlanner™ Energy & Sustainability suite of software tools can be used to track energy performance over time, benchmark against industry targets, identify savings opportunities and develop accurate reporting. Greenhouse gas emissions can be assessed and the carbon footprint of our assets calculated using this tool.

For more details visit: <https://www.ameresco.com/asset-planning-software-solutions/>

3.7.10.	Organic Energy. Do you have programs to evaluate and implement Biogas or other organic energy?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Ameresco has nearly two decades of experience developing, engineering, constructing, owning, and operating & maintaining biogas facilities at wastewater treatment plants (WWTP) and Landfills. In summary, Ameresco has developed 47 biogas-to-energy projects and currently operates more than 40.

For more details visit: <https://www.ameresco.com/biogas/>

3.8. Other Capabilities

3.8.1.	Additional Services. List and describe any additional energy consulting services not yet addressed in this RFP.
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Demand-Side Management -

Ameresco's demand side management consulting services and capabilities allow customers to identify and implement capital projects and operational modifications that reduce the ownership, operations and maintenance costs of energy-consuming systems and equipment. In addition, Ameresco works with customers to uncover and acquire energy rebates and tax credits from utilities and state and federal government agencies for reduction of energy consumption.

As one of the largest independent energy efficiency companies and energy services providers, Ameresco has both the flexibility and creativity from its experienced team of engineers to work with a variety of products and services to create optimized energy management programs for its customers.

Ameresco can create customized demand management projects that include the following:

Lighting | HVAC | Energy Efficient Windows, Roofs, Insulation | Boilers | Chillers | Geothermal Heat Pumps | Variable Frequency Drives | High Efficiency Motors | Energy Management Systems

For more details visit: <https://www.ameresco.com/demand-side-management/>

3.9. Additional Features

3.9.1.	Value Add. Describe any other features or capabilities relating to this RFP that would improve or enhance the Program. Your response may include, but is not limited to, additional products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
<p>Asset Sustainability Software Solutions</p> <p>Ameresco's AssetPlannerTM is an industry leading powerful Asset Management Software Solution designed by infrastructure managers for infrastructure managers, with the result being a straightforward and easy to use platform that provides robust reporting and analytical tools for innovative decision support.</p> <p>AssetPlannerTM's Energy Management Suite allows you to track energy performance over time, benchmark against industry targets, identify savings opportunities and develop accurate reporting. Create consumption baselines and cost avoidance reports using built-in weather normalization. Assess greenhouse gas emissions and calculate the carbon footprint of your assets.</p> <p>This module allows users to view utility costs over time and compare costs from one facility or zone to another.</p> <p>For more details visit: https://www.ameresco.com/asset-planning-software-solutions/</p>	

3.10. Additional Offerings

3.10.1.	Other Capabilities. Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in Attachment B – Cost Proposal in accordance with the directions provide in RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats .
<p>Ameresco is able to offer energy solutions for every need.</p> <p>Energy Efficiency - Visit: https://www.ameresco.com/energy-efficiency/</p> <p>Techniques for improving energy efficiency at the enterprise level are constantly expanding, from installing LED street and area lighting to the installation of renewable energy equipment. The benefits are real, and the costs do not need to be a barrier.</p> <p>Ameresco's comprehensive energy services specialists can navigate customers through the financing and implementation of customized energy efficiency projects, as well as the operation and maintenance of new equipment, tapping the potential of energy conservation to generate cost savings. Ameresco finds budget-neutral solutions that put the energy-efficient upgrades customers need within financial reach.</p> <p>DEG, Storage & Microgrids - Visit: https://www.ameresco.com/renewable-energy/</p> <p>Over the years, renewable energy, clean or "green" energy, sustainability, and corporate responsibility have become primary business concerns, with a measurable impact on consumer and investor interest in all types of businesses. As one of the country's largest renewable asset developers, Ameresco takes a budget and business-friendly approach to</p>	

renewable power that brings real, sustained economic benefit while ensuring environmentally friendly energy infrastructures.

From the renewable fuels generated from landfill gas and biomass to wind and solar power, Ameresco provides renewable energy solutions that allow organizations to capitalize on the most current energy technologies available. By coupling innovative financing arrangements with renewable power sources, Ameresco customers benefit from a reliable source of power that offers protection from volatile energy markets.

Energy Infrastructure – Visit: <https://www.ameresco.com/energy-infrastructure-and-security/>

From renewable energy plants that surpass federal and state government efficiency guidelines to energy efficient retrofits, energy management system enhancements and cogeneration systems, Ameresco has a breadth and depth of solutions for commercial, industrial, institutional, and government customers. Our team of experienced energy specialists has designed, built, operated and maintained power plants and energy assets. We can create plants that use traditional fuel sources as well as renewable energy plants powered by biomass, geothermal, wind and hydroelectric fuels.

Ameresco considers every aspect of an organization’s energy, heating, cooling and water needs, finding efficiencies and delivering budget-neutral energy infrastructure improvements that use annual utility savings to provide the capital needed for critical upgrades. Energy management system enhancements and retrofits can be phased in, allowing operations to continue without interruption as infrastructure is modified or replaced.

Financial Options – Visit: <https://www.ameresco.com/financial-options/>

Unfunded liabilities and aging infrastructure are always a source of concern. When budget constraints are an issue for energy project financing, Ameresco can turn these fiscal strains into sources of cash through different contract options that allow reinvestment into core assets and the reduction of operating costs.

By conducting a needs analysis that highlights facility-related cost savings and revenue opportunities, Ameresco can devise strategies that leverage this funding for power project financing. Ameresco uses DBOOM (Design, Build, Own, Operate and Maintain), Performance Contracting, Power Purchase Agreements (PPAs), and Budget Neutral Infrastructure Upgrades as its core tactics for energy project financing.

Ameresco is also on top of innovative funding opportunities such as renewable energy certificates, grants, utility rebates and tax credits continuously in development at the federal and state levels. This allows for a complete and up-to-date evaluation of potential aid to finance renewable energy projects.

Section 4. Business Operations

4.1. Customer Service

4.1.1.	Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.
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Ameresco will respond to system generated alerts and web, email and phone requests from Authorized Users within the time specified for the applicable Service Tier.

Support Types and Response Times

Monitoring Alert – 15 minutes response time, if alert occurs during normal business hours or 2 hours if outside normal business hours. This is for server, service or Client Database down alerts.

Service Request – Varies depending on support tier subscribed to. This is for Client questions made through the web, email

Restore Request – Varies depending on support tier subscribed to. This when restore system begins if destination location is available and requested data is available in the backup repository

Measurement

The Response Time is measured from the time the request or alert is received by Ameresco until the time when a response is provided by Ameresco as indicated through a Service Request number.

Ameresco performs fault monitoring events on the application servers and related network devices. Monitoring includes network availability, process status, file system, and capacity.

Remedy

If in any calendar month the Support service level is not met and if the Client has fulfilled all of its obligations under the Agreement and this SLA, Ameresco will provide the Client with a Service Credit for the month in which the failure to meet this SLA has occurred. The Service Credit will be calculated based on the Subscription Services for the subscribed Modules and Add ins.

4.1.2.	Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.
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Ameresco's staff strive to ensure our customer's are 100% satisfied with the services we provide. Complaints are addressed initially by the local account representative. Should they not be able to resolve the issue within the timeframe agreed to per our service agreement, then the problem would be escalated to the Director of Energy Supply Management for immediate attention. Our customers are always welcome to escalate issues or concerns to the highest levels of either the Executive Vice President or President, but typically unresolved complaints are resolved at the Director level.

4.2. Order & Invoice Processing; Payment

4.2.1.	Purchasing Options. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.
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Ameresco would be the single point of contact for Equalis Group Members to interact with.

4.2.2.	Invoice Process. Describe your company's invoicing process.
Ameresco is compensated for supply management services based on a predetermined margin that is added to the electric or natural gas offering, which is paid to Ameresco by the awarded supplier.	
4.2.3.	Payment. What are your standard payment terms? What methods of payment do your company accept?
Not applicable. See answer to 4.2.2 above.	

4.3. Members Contracting for Services

4.3.1.	Customer Set Up. Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?	
This is very simple. Ameresco will provide an Energy Management Services Agreement outlining the exact services the member's interested in. Once both sides have executed the agreement, we start working!		
4.3.2.	Customer Agreements. Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and describe your process and timeline for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
A sample copy of Ameresco's Energy Services Agreement was uploaded.		

Section 5. Go-To-Market Strategy

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1.	Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; Executive Contact, Contract Manager, Account Manager/Sales Lead, Reporting Contact, and Marketing Contact. Indicate who the primary contact will be if it is not the Account Manager.	
Resumes for the following individuals is uploaded as a separate file.		
Executive Contact: David Anderson, Executive Vice President 508.661.2221 - danderson@ameresco.com		
Contract Managers: Richard Berzinski, Director, Energy Supply Management 972.691.3106 – rberzinski@ameresco.com Kathy Abernethy, Directory, General Markets Management 704.916.3531 – kabernethy@ameresco.com		
Account Manager: Brian White, Business Development Manager		

508.598.3019 – bwhite@ameresco.com

Reporting Contacts: **Bruce McKee, Senior Supply Management Procurement Advisor**

602.614.4524 - bmckee@ameresco.com

Kim Marburger, Senior Natural Gas Procurement Advisor

704.916.3508 – kmarburger@ameresco.com

Jay Anderson, Senior Electric Procurement Advisor

412.344.3444 – janderson@ameresco.com

Rebecca Grace, Supply Management Analyst

704.916.3559 – rgrace@ameresco.com

Baibhav Acharya, Supply Management Analyst

704.916.3525 – bacharya@ameresco.com

Marketing Contact: **Brian White, Business Development Manager**

508.598.3019 – bwhite@ameresco.com

5.1.2.

Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.

Sales Team: **Richard Berzinski, Director, Energy Supply Management**

972.691.3106 – rberzinski@ameresco.com

Brian White, Business Development Manager

508.598.3019 – bwhite@ameresco.com

5.2. Contract Implementation Strategy & Expectations

5.2.1.

Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.

For Equalis members, we begin the engagement by providing an explanation of the available options when utilizing the program vs. going through the process of issuing and RFP to competitively select an ESCO on their own. While we will respect the preference of your members when describing these options, we prefer to emphasize the important benefits the Equalis program provides its members. These benefits include: valuable project oversight and advocacy by Equalis; fast and easy selection of pre-qualified ESCOs; simplicity of the interagency contracting methodology; and the familiarity for their administrative staff with the Equalis contract and associated terms. Many members are already utilizing the aggregation for energy purchasing giving your program a strong foundation to build upon. We will increase participation by having conversations with the members that, to this point, have purchased electricity or natural gas through another channel. We'll create and distribute mailers, blanket emails, run ads, all of it....but, in our opinion, the way to increase participation is through meaningful conversations over the phone or in person. These customers are either unaware of Equalis' established contract with an energy aggregation consultant or pleased enough with their current consultant/supplier and choose not to explore the option. Conversations will be our main focus for marketing the

service. They are more powerful, personal, and deliver a better message than anything arriving in the mail. Same goes for members that are participating in the program, they find value in the offering, but a potential vendor change may cause some anxiety. Speaking with existing participants to introduce and explain how we plan to represent them and confirming it aligns with their expectations will be just as much of a focus as increasing member participation.

5.2.2.	Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

Click here to enter response.

5.2.3.	Revenue Objectives. What are your sales revenue objectives in each of the five (5) years if awarded this contract?
--------	---------------------------------------------------------------------------------------------------------------------------

Ameresco anticipates increasing member participation and sales revenues 10-15% each year over the next five (5) years.

Section 6. Administrative Requirements

6.1. Admin Fee & Reporting

6.1.1.	Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the Attachment D – Model Administration Agreement .	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Negotiate
--------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------

Click here to provide additional commentary, if necessary.

6.1.2.	Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

Click here to provide additional commentary, if necessary.



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18

Certification 54559

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2018** to **15-JUN-2021**

AMERESCO, INC.
111 SPEEN ST., SUITE 410
FRAMINGHAM MA 01701



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS

Purpose of this Attachment C: CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“Master Agreement”) with the winning supplier (“Winning Supplier”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in RFP Section 1.3 – Anticipated Procurement Timetable. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

Instructions: provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in blue ink, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Bidders must provide all the information outlined below.

1. Equalis Group RFP Name: <u>RFP # COG-2114, Energy Management Services</u>	2. Proposal Due Date: <u>March 4, 2021</u>
3. Bidder Name: <u>Ameresco, Inc.</u> <i>(legal name of the entity responding to RFP)</i>	4. Bidder Federal Tax ID # or Social Security #: <u>04-3512838</u>
5. Bidder Corporate Address: <u>111 Speen Street, Suite 410</u> <u>Framingham, MA 01701</u>	6. Bidder Remittance Address <i>(or "same" if same as Item #5):</i> <u>"same"</u> <small>Click or tap here to enter text.</small>

7. Print or type information about the Bidder representative/contact person <u>authorized to answer questions regarding the proposal submitted by your company:</u>	
Bidder Representative:	Brian White
Representative's Title:	Business Development Manager
Address 1:	111 Speen Street, Suite 410
Address 2:	
City, State Zip:	Framingham, MA 01701
Phone #:	508.598.3019
Fax #:	
E-Mail Address:	bwhite@ameresco.com
8. Print or type the name of the Bidder representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):	
Bidder Representative:	David J. Anderson
Representative's Title:	Executive Vice President
Address 1:	111 Speen Street, Suite 410
Address 2:	
City, State Zip:	Framingham, MA 01701
Phone #:	508.661.2221



Fax #:

E-Mail Address:

danderson@ameresco.com

9. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes ☐ No ☒

If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

10. Mandatory Supplier Certifications:

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

DocuSigned by:

Brian White

I, Brian White (insert signature of representative shown in Item #7 above), hereby certify and affirm that **Ameresco, Inc.** (insert Bidder name as shown in Item #3 above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

DocuSigned by:

Brian White

AND

I, Brian White (insert signature of representative shown in Item #7 above), hereby certify and affirm that **Ameresco, Inc.** (insert Bidder name as shown in Item #3 above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

DocuSigned by:

Brian White

AND

I, Brian White (insert signature of representative shown in Item #7 above) hereby certify and affirm that **Ameresco, Inc.** (insert Bidder name as shown in Item #3 above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

DocuSigned by:

Brian White

AND

I, Brian White (insert signature of representative shown in Item #7 above) hereby certify and affirm that **Ameresco, Inc.** (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that



statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

11. Supplemental Bidder Contract and Equal Employment Opportunity Information:

- A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>1,021</u>	<u>7</u>
% of those who are Women:	<u>215</u>	<u>3</u>
% of those who are Minorities:	<u>197</u>	<u>0</u>

- B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- ☒ NO -or-
- ☐ YES, but for less than 50% of the work -or-
- ☐ YES, for 50% or more of the work

- C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: Name

Street Address 1: Street Address 1

Street Address 2: Street Address 2

City, State Zip: City, State Zip

Work to be Performed: Description of Work

Estimated percentage of total proposal to be performed by subcontractors: _____ %
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide).
 Define the part of the work that will be performed by each subcontractor.

Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:		
% of those who are Women:		
% of those who are Minorities:		

12. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, ☐ Bidder will not (or) ☒ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)



13. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract, ☐ Bidder will not (or) ☒ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

14. I Brian White, (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of Ameresco, Inc. (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

15. Additional Documents:

CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

15.1. Lobbying Certification

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

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

DocuSigned by:
Brian White
Signature of Bidder representative



15.2. Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DocuSigned by:

Brian White

16603623436245E

Signature of Bidder Representative

15.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

15.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$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 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? Click or tap here to enter text.

(Initials of Authorized Representative)



15.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? Click or tap here to enter text.

(Initials of Authorized Representative)

15.3.3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? Click or tap here to enter text.

(Initials of Authorized Representative)

15.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 Supplier Partner 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.

Does Supplier Partner agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Supplier Partner agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's 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 or 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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? [Click or tap here to enter text.](#)



(Initials of Authorized Representative)

15.3.8. Debarment and Suspension

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 1966 Comp. p. 189) and 12689 (3CFR 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Supplier Partner agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)



15.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

DS
Dga

Does Supplier Partner agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.12. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

DS
Dga

Does Supplier Partner agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15.3.13. Applicability to Subcontractors

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

DS
Dga

Does Supplier Partner agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Ameresco Inc.

[Click or tap here to enter text.](#)

Bidder Name

DocuSigned by:

David J. Anderson

C18D32B36D814B4

Signature of Authorized Company Official

David J. Anderson

Printed Name

Executive Vice President

Title

3/3/2021

[Click or tap here to enter text.](#)

Date



16. Required Documents for Supplier Partners Intending to Do Business in New Jersey

16.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), Bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Bidder Name: Ameresco, Inc.

Street Address: 111 Speen Street, Suite 410

City, State Zip: Framingham, MA 01701

Complete as appropriate:

I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I David J. Anderson, an authorized representative of Ameresco, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

NAME	ADDRESS	% INTEREST
George P. Sakellaris	111 Speen Street, Suite 410, Framingham, MA 01701	81
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	

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

DocuSigned by:

David J. Anderson

Executive Vice President

3/3/2021

Enter Date Signed

C18D32B360814B4...

Authorized Signature and Title

Date

16.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)

Bidder Name: Ameresco, Inc.
 Street Address: 111 Speen Street, Suite 410
 City, State Zip: Framingham, MA 01701

State of MassachusettsCounty of Middlesex

David J. Anderson, Executive Vice President of the firm of Ameresco, Inc., the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

Executive
Vice

I am the President of the firm of Ameresco, Inc., the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

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

Ameresco, Inc.

DocuSigned by:

David J. Anderson

Authorized Signature

David J. Anderson, Executive Vice President

Subscribed and sworn before me

this 3rd day of March, 2021Kenneth J. Abate

Notary Public of Massachusetts

My commission expires 5/11, 2026

SEAL



**16.3. Affirmative Action Affidavit****(P.L. 1975, C.127)****Bidder Name:** Ameresco, Inc.**Street Address:** 111 Speen Street, Suite 410**City, State Zip:** Framingham, MA 01701**Bid Proposal Certification:**

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report – see attached

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:

Check One –

☒ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Ameresco Inc., or

☐ Approved Federal or New Jersey Plan – certificate enclosed

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

Ameresco, Inc.

DocuSigned by:

David J. Anderson

C18D32B360814B4

Authorized Signature

David J. Anderson, Executive Vice President

Date

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS

During the performance of this contract, the Supplier Partner agrees as follows:

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

16.4. Political Contribution Disclosure Form

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner and** on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.

- a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time, as necessary.
- b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
- c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
- d) The form may be used "as-is", subject to edits as described herein.
- e) The "Supplier Partner Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
- f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Supplier Partner Instructions

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

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee*,
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
 - a) of the public entity awarding the contract,
 - b) of that county in which that public entity is located,
 - c) of another public entity within that county,
 - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- 1) individuals with an "interest" ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,



- 4) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.

Part I – Supplier Partner Information

Bidder Name:	Ameresco, Inc.		
Address:	111 Speen Street, Suite 410		
City:	Framingham	State:	MA
Zip:	01701		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DocuSigned by:

David J. Anderson

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Authorized Signature

David J. Anderson

Executive Vice President

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than three hundred dollars (\$300) per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

State: Governor, and Legislative Leadership Committees



Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

16.5. Stockholder Disclosure Form

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

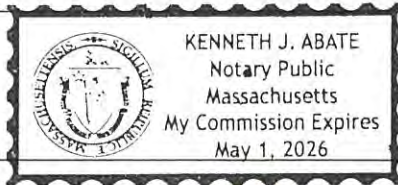
Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: George P. Sakellaris	Name: Stockholder Name
Home Address: 111 Speen Street, Suite 410 Framingham, MA 01701	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name



Home Address:
Home Address



Home Address:
Home Address

Subscribed and sworn before me this 3rd day of
March, 2021.

(Notary Public)

My Commission expires: 5/1/26

Bennett J. Abate
(Affiant)

Kenneth J. Abate, Proposal Team Leader
(Print name & title of affiant)

(Corporate Seal)

17. Required Documents for Supplier Partners Intending to Do Business in Arizona

17.1. Arizona Supplier Partner Requirements

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In



addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Equalis Group member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

DocuSigned by:

David J. Anderson

David J. Anderson, Executive Vice President

C18D32B360814B4
Signature of Authorized Representative

3/3/2021
Date