



MASTER SERVICES AGREEMENT #2025-005
Solar Energy Consulting Services

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Holius LLC dba Holistic Utility Solutions
(“**Contractor**”)
with offices located at
129 S. Main St.
Ste. 260
Grapevine, TX 76051

ARTICLE I
RETENTION OF THE CONTRACTOR

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-005 (hereinafter, “RFP”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II
SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by the Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.
- 2.5 NCTCOG Obligations**
- 2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).
- 2.6 Participating Entity Obligations.**
- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.
- 2.7 Contractor Obligations.**
- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promotes the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **April 30, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three additional years, through **April 30, 2030**.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG's collector of reports and remunerative fees referenced in Section 5.2 of this agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
support@civicmarketplace.com

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative

fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 **Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
 - 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
 - 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
 - 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
 - 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed,

sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

- 9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
(817) 695-9289
coberrender@nctcog.org

If to Contractor:

Holisus LLC dba Holistic Utility Solutions
Attn: Ira Nicodemus
129 S. Main St.
Ste. 260
Grapevine, TX 76051
(214) 384-3819
ira@holisticus.com

Contractor's sales contact (if different from above):

Name: _____

Email: _____

Phone: _____

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 Tax. NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 Indemnification. Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:


Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability with NCTCOG endorsed as a Named Additional Insured.

Minimum Required Limits:

\$1,000,000 per Occurrence;

~~\$3,000,000~~ General Aggregate

\$2,000,000 

Commercial General Liability Policy Shall include:

Coverage A: Bodily injury and property damage;
Coverage B: Personal and Advertising Injury liability;
Coverage C: Medical Payments;
Products: Completed Operations;
Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability with NCTCOG endorsed as a Named Additional Insured.

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: ~~\$1,000,000~~
combined single limit each accident. **\$500,000**

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate



- 9.5 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, pandemic, epidemic, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions 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.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

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

10.8 Procurement of Recovered Materials. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

10.9 Drug-Free Workplace. Contractor shall provide a drug free workplace and maintain a drug free policy that is substantially similar to the Drug Free Workplace Act of 1988.

10.10 Texas Corporate Franchise Tax Certification. Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 Civil Rights Compliance

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide information and reports required by the Acts, the Regulations, and directives issued pursuant thereto. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG and will set forth what efforts it has made to obtain the information.

10.12 Deleted

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code. Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

President
Title

R. Michael Eastland
Executive Director

APPENDIX A

Statement of Work



Statement of Understanding

As an experienced public sector consultant with similar cooperative contracts from other agencies, we understand the intent and purpose of this solicitation and are prepared to meet all requirements as requested.

Our team is based in Grapevine, TX and has extensive experience working as a consulting for solar energy programs throughout the NCTCOG service area, Texas, and the USA.



Tab B – Key Personnel

Statements of Qualification

Below is a summary of the project team:



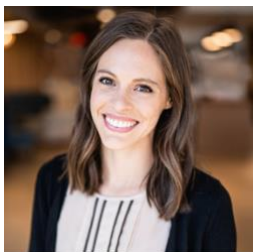
Ira Nicodemus - President & Team Lead

Ira is the Founder of Holistic Utility Solutions and serves as the President. With 16+ years of experience in energy management and solar, he brings a wide range of industry expertise and experience. He will function as the Team Lead and POC. Ira oversaw Energy & Sustainability for 1,400+ Bank of America facilities (25M+ sq. ft.) for CBRE from 2013-2019 and has implemented hundreds of energy and sustainability projects. He holds a BS in Engineering & Management (Clarkson University), MBA (University of North Texas), is a Certified Energy Manager (AEE), and a NABCEP PV Associate.



Tim Gandy – Program Manager

Tim has over 30 years of experience in commercial construction, roofing, and solar. A former US Marine, he is an expert in commercial roofing systems and well versed in electrical construction. A self-proclaimed solar geek, he lives in a fully off-grid home with a solar microgrid he designed and built himself. Tim is based East of Dallas and functions as an on-site project manager/inspector for solar projects.



Emma Nicodemus – VP of Finance

Emma has 10 years of experience in Finance and Commercial Real Estate. She holds a Bachelor in Finance from University of Central Arkansas. Emma is detail oriented and has in depth experience with development and financial modeling for large scale projects. Emma will oversee financial models, lease reviews and real estate related issues, as well as AR/AP.

**Jonathan Huggins – IT Operations**

Jonathan supports IT related items for Holistic. This includes network connectivity for inverters and monitoring solutions that will interface with the client's network as well as our backend file sharing. Jonathan holds a BS in Entrepreneurship and Emerging Enterprises from OSU and is certified in multiple Microsoft systems (Teams, Azure, MS365, etc.)

**Swetha Dokku – Environmental Scientist**

Swetha serves holds a Master's Degree in Environmental Science from Lamar University and has experience with Helioscope, ArcGIS, and other tools for solar Feasibility Assessments. She will be the primary lead on completing the Full Feasibility Assessments and overseeing the 3rd party engineering process. She will also support coordination of utility incentives and interconnection agreements alongside the project team.

**Eric Trelease – Data Scientist**

Eric is a technical problem solver with a BS and MS in Mechanical Engineering. He is trained in Python and experienced with data cleaning & preprocessing, exploratory data analysis, and data visualization. Eric developed the complex data models for the TCCD energy storage study and will serve as a resource for any large data sets that might be encountered in the analysis.



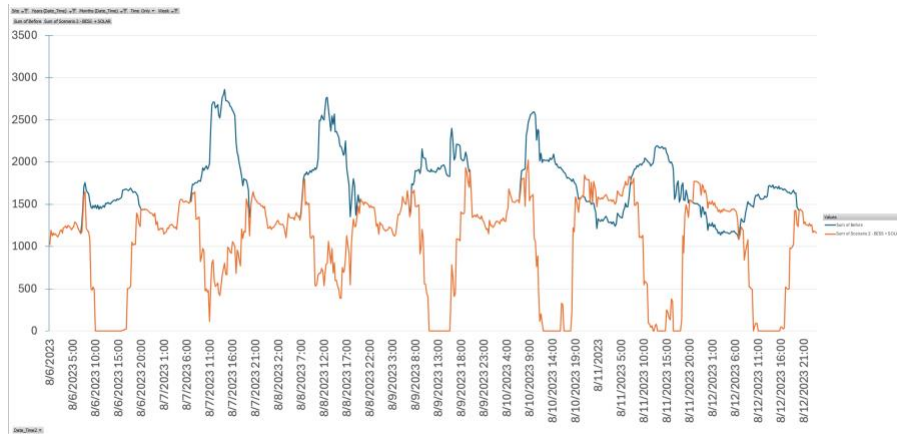
Tab C – References

Reference #1 – Tarrant County Community College

TCCD covers 5M+ square feet of space across 5+ large campuses in the Fort Worth area. Following a referral from University of Texas Dallas, where Holistic had also completed a solar analysis, TCCD engaged us to assist with evaluation of energy storage (Battery and Thermal) at 6 of their locations.



This Feasibility Assessment included detailed analysis of 24-months of interval data at site. Our Data Science team built custom Python models to recreate utility bills based on each site's tariff. Load shape was then modified based on the potential solar, battery, and thermal storage systems. The models were used to forecast energy cost with each scenario. Full financial cash flows were also generated. The final deliverable was a 200+ page report that provided the client the roadmap they need to implement a successful \$20-40M+ program over the coming 5 years.



Reference Contact:

Danny Helm, Energy Manager

Phone: 817-515-9226

Email: daniel.helm@tccd.edu



Reference #2 – Texarkana Regional Airport

Holistic Utility Solutions is currently engaged as an Owner's Representative and Construction Manager on a \$2.3M solar carport project at the new Texarkana Airport terminal.

The airport engaged Holistic to oversee review of the solar contractor's design and ensure a smooth installation process. The project is approximately 500KW.



During review of the contractor's audit, Holistic was able to identify an additional 20% savings on the project by optimizing the rate tariff for two meters.

The project was to be funded through a low-interest State energy loan. At the last minute, the State denied the loan on a technicality. Holistic then worked with the contractor, owner, and State to develop an alternative plan. This is currently in process to secure low interest funding for the project.



Reference Contact:

Paul Mehrlich III, Executive Director of Aviation

Phone: (870) 774-2171

Email: Director@TXKAirport.com



Reference #3 – Arlington Dermatology (TX)

Holistic Utility Solutions was contracted by Arlington Dermatology, owners and occupants of a 26,000 square foot commercial building Arlington, TX, to complete a design-build solar and battery system.



The project consisted of 70KW of ballasted, roof mounted solar panels tied to two (2) Sol-Ark 30K inverters. The battery system is 40kWh of Deka batteries, which back up a subpanel of the owner's critical loads. An interior LED lighting retrofit was also completed to lower power usage on the critical circuits and extend backup battery duration.

The project design, plan set, material procurement, and installation was delivered under a turnkey contract with Holistic Utility Solutions. The total gross project cost was \$211k. Holistic obtained nearly \$40k in utility incentives from Oncor, which were passed directly on to the customer. In addition, the project qualifies for a 40% Investment Tax Credit. After all utility and tax incentives, project payback is approximately 5 years.

The project went smoothly, with the only post-project change being the addition of an Automatic Transfer Switch (ATS) for the backup load panel. This will allow the panel to be fed from either grid power or the solar/battery system, increasing redundancy in the event of inverter maintenance or failure. Holistic is covering this addition at no charge to the customer.



Reference Contact:

Eric Wright, Facility Manager

Phone: (817) 903-0175

Email: ewright@acderm.com



Reference #4 – Branding Resources

Branding Resources owns their own ~5,000 square foot facility in Grapevine, TX. To reduce energy cost and improve resiliency in the event of a grid outage, they engaged Holistic Utility Solutions to develop and oversee design and installation of a 11KW roof mounted solar system + 19.2kWh of battery.



This project was mounted on a corrugated metal roof using S-5! Brackets.

The project was completed on time and on budget, achieving an Oncor utility incentive in addition to the Federal tax incentives. Payback is approximately 5 years.

Reference Contact:

Matt Carnes, Owner

Phone: 214-762-1624

Email: Matt@branding-resources.com





Reference #5 – Lewis Investments

Lewis Investments is a commercial real estate investor specializing in RV parks. Their largest park, Blessing RV, consists of 60 acres of spacing holding 200+ RV pads.

In order to improve Net Operating Income (NOI) of the Blessing asset, the Lewis team engaged Holistic to develop a feasibility assessment of a community wide Behind the Meter (BTM) solar program.



Holistic analyzed interval data from all 46 electricity accounts to appropriately size systems while also considering limitations on the Main Service Panels. The result was two alternative strategies that would add 70+ solar RV covers totaling 1MW of capacity and decreasing energy cost by over \$100k per year. After tax incentives and increased revenue, the project is forecasted to recoup its \$2.7M initial investment at an IRR of over 15%.

Reference Contact:

Dean Lewis, Director of Operations

Phone: (512) 791-2222

Email: dean@lewisinv.com





Tab D – Project Related Experience and Qualifications

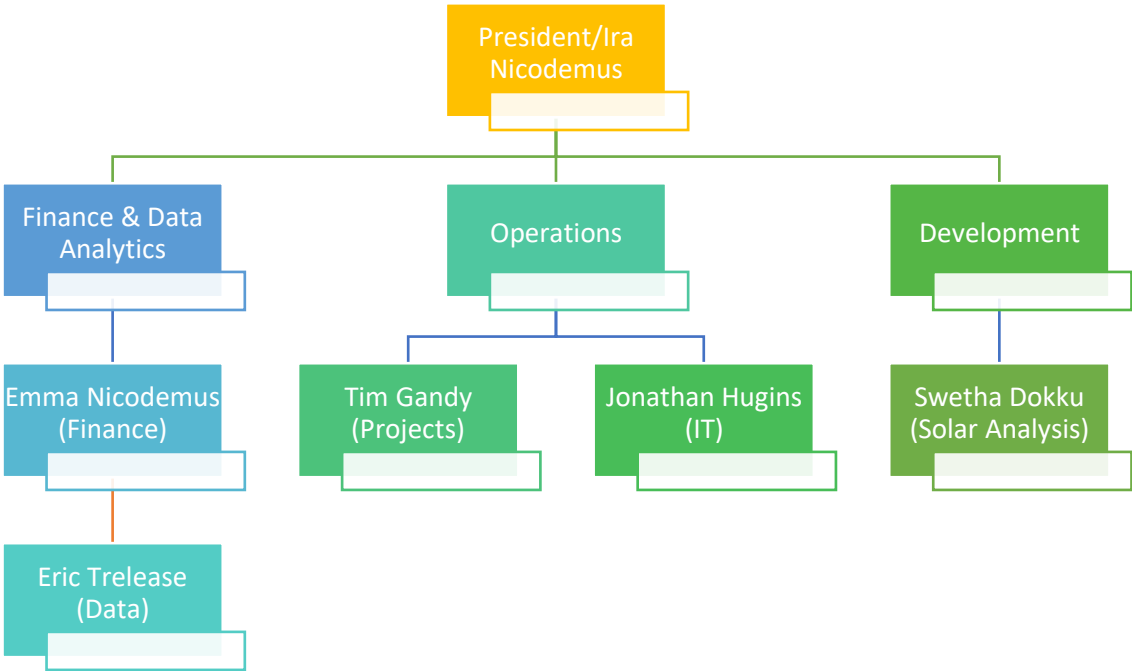
5.2.1 – Org Chart & Customer Interface

Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer’s project management and team personnel.

As a small business, our President and owner still works closely with all team member and most customers. As our team grows this core structure will remain with additional staff being added to support workload.



The key customer contact will depend on the nature of the engagement. Construction Management contracts will work primarily with our Operations team, while Financial analysis works more with our Finance team.





5.2.2 – Additional Goods & Services

Any goods or services not outlined in the Scope of Work that you wish to offer.

The list of services shown is well rounded and covers the scope of most solar consulting services. We do not have additional services to list here.

5.2.3 – Requirements Not Met

Any major requirements of the RFP that cannot be met by your firm.

We can meet all requirements of the RFP.

5.2.4 - Locations

List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas other than Dallas/Fort Worth.

Our main office is based in Grapevine, TX. All key team members are local to Dallas-Ft Worth. We do travel throughout the country as needed to support sites outside of the North TX area.



5.2.5 – Overview of Organization

Provide an overview of Proposer's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.

Holistic Utility Solutions was established in 2022 as a Texas Limited Liability Company. The company is wholly owned by Founder and President, Ira Nicodemus. We are based in Grapevine, TX.

In the two years since inception, the company has sold over \$1M in work. This is divided between consulting and construction management engagements (\$400k) and turnkey projects (\$700k). Current booked backlog of work is over \$500k. Sales funnel for 2025 exceeds \$4M, with a forecasted revenue of \$2-3M.

Most of work has been in the public sector. We have completed similar solar consulting engagements with K-12 schools, universities, and cities. In addition to solar, we provide comprehensive “holistic” utility planning, including energy efficiency, water loss reduction, and more. In addition to the projects cited, we have multiple other public sector solar projects and consulting agreements in the plan.

Bonding capacity is \$2.5M aggregate. A recent bonding capacity letter has been included on the following page. We carry a \$1M Errors & Omissions policy.



December 1, 2023

Re: Holistic Utility Solutions, Grapevine, Texas

To Whom It May Concern:

Holistic Utility Solutions is a valued client of Box Bonding Agency. We enjoy working with the competent and well qualified team of professionals that Ira Nicodemus has assembled since the company's inception.

Holistic Utility Solutions is currently bonded by US Specialty Insurance Company, a Texas domiciled corporate surety. US Specialty Insurance Company is Treasury-listed with an A.M. Best Rating of A++ Superior.

We would be pleased to entertain bond requests on single projects in the \$1,000,000 range, with an aggregate work program in the \$2,500,000 range. These are general credit working parameters and therefore should not be construed as credit limits.

Any requests for bonds must be made by our client, and be accompanied by underwriting information as required by the surety. Each request will be evaluated by the surety based on conditions and information available at the time of the request, including but not limited to a contract, bond forms and evidence of project financing on private jobs that are acceptable to our client and their surety. Any arrangements for bonds is a matter between our client and their surety, and therefore Box Bonding Agency, LLC assumes no liability to you or third parties if for any reason we do not execute bonds.

We have found Holistic Utility Solutions to be a company of exceptional quality and professionalism, with the resources and personnel to complete the projects they undertake.

Sincerely,

Steven W. Lewis,
Vice President

1200 S. Main Street, Suite 1600 | Grapevine, TX 76051 | Phone: 817-865-1516 | www.boxbonding.com



5.2.6 - Invoicing

Describe your invoicing process. Payment terms? Is payment by credit card accepted?

We typically invoice on a Schedule of Value for longer term engagements. Within 10 days of contract approval, a detailed schedule and milestones are defined.

Invoicing is completed by our in-house AP team, led by Emma Nicodemus.

Typical terms are net-30. We can accept credit card payment when needed.

5.2.7 - Similar Contracts

We are included two of our engagements from the Reference section + two others we did not list there.

UTD Off-Grid Sizing Analysis

We were engaged by University of Texas Dallas to complete a solar feasibility analysis for their Eco Farm greenhouse.

This project was unique as it was designed to be a fully off-grid system. We calculated the forecasted loads for ventilation motors, lighting, seed heating mats, and an autonomous mower. This was used in conjunction with the solar panel size, projected output, and battery capacity to design a system that should meet all power requirements 99% of the time.

Scurry Rosser ISD Solar Owner's Rep

We were engaged by Scurry Rosser ISD, a small Region 10 district near Kaufman, to review a solar PPA proposal they received from a roofing vendor. We found the vendor had misapplied the rate tariff, resulting in an oversized system that also overstated savings by approximately 37%. This overstatement was being used to hide a solar and roofing system cost both approximately 2x market rate.

Following our analysis, we met with the Facilities Subcommittee from the board to review our findings and answer questions. The project did not move forward once the actual business case was understood. This saved the district from making a \$6M+ mistake.

Texarkana Regional Airport Solar Owner's Representative

Described fully in reference section.

TCCD Battery & Solar Feasibility Assessment

Described fully in reference section.



5.2.8 – Contracts Terminated for Non-Performance

We have never had a contract terminated due to non-performance.

5.2.9 - Warranty

We normally provide a one-year workmanship warranty with all our projects. Any manufacturer warranties are assigned to the customer following project completion. This may not be applicable for consulting services.



Tab E – Technical Proposal

This section should consist of a narrative and constitute the major portion of the submittal. Respondent's proposal should detail their capabilities, knowledge and skills related to the desired deliverables and expectations, and address all questions outlined in Section 5.1 of the Specifications.

5.1.1 – Energy Assessments

Evaluating current energy usage and determining potential savings with solar energy.

We utilize a software called Energy Toolbase, which integrates with Helioscope, to analyze the site's energy usage and determine annual savings from solar.

We begin by loading in the 12 months of bills for the primary meter. ETB can approximate the hourly electrical load profile of a system based on the monthly data. If interval data is available, we recommend using this during the Semi-Final Design, but for the Full Feasibility Analysis the monthly bill data is reasonably close. This allows us to determine how much power will be exported to the grid vs. self-consumed by the building

Based on the modeled system size, we determine how much solar will be used by the building vs. how much is exported to the grid. This is especially important when net metering is not in place.

Energy Toolbase has a large database of utility rates. We find the appropriate rate that matches the site and look at other tariffs that may be more advantageous for solar.



5.1.2 – Site Analysis

Assessing the suitability of potential installation sites, including roof condition, shading, and orientation.

We begin with a desktop analysis to determine how the site is orientated and any clear obstructions. A site visit is then made to confirm the following:

Roof type, age, and condition

- Since solar systems are often roof mounted, type and condition of roof will be key. Roofs under 7 years of age are good candidates, while roofs over 15 years of age might be held until the roof is replaced. This avoids additional cost of removing and reinstalling panels during a roofing project.

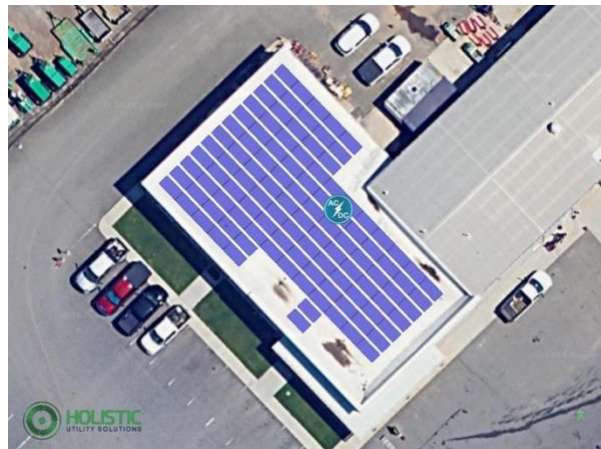
Site orientation & shading

- Solar does not produce well if oriented in a Northerly direction. This is exacerbated by the tilt of the panels.
- For sites with pitched roof, site orientation will be a key determining factor in output of solar. This could be easily screened for each site during the feasibility stage
- Flat roofs can usually be oriented in whichever direction is best, assuming no other large obstructions (HVAC equipment, parapets, etc.)

Other construction projects

- Other renovations planned at a site may help or hurt the solar project pending their nature and scope. A review of the upcoming capital plan should be considered in planning sites.

Helioscope is the industry standard for solar system models. We began by laying out a system using commonly available panels, inverters, and racking systems. In the example shown here case, the roof will hold approximately 60KW.





5.1.3 – Permitting and Compliance

Assisting with obtaining necessary permits and ensuring compliance with local regulations and incentives.

If we are completing the plan set, we first research local codes and ensure the design meets all requirements.

When reviewing 3rd party plan sets, we utilize a similar method of first verifying the local AHJ requirements and checking over the plan set.

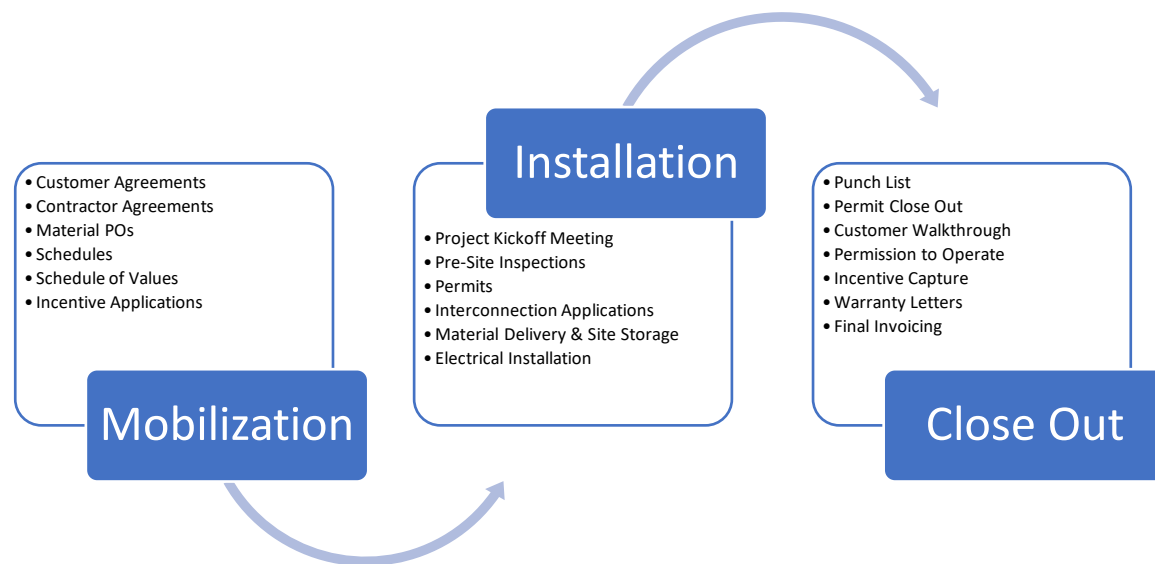
Note that Engineering (Structural and Electrical) will not be completed under this RFP. However, we help the customer select an engineering firm to complete a stamped review if required by the AHJ.



5.1.4 – Installation Oversight

Coordinating with installation teams to ensure the system is installed correctly and efficiently.

Project Implementation involves all aspects of Mobilization, Material Procurement, Installation, and Commissioning. Below is a graphic showing the main milestones and supporting tasks.



Holistic staff will be on-site regularly to monitor installation and ensure compliance with the issues plans. Three (3) site visits are planned for each installation, with the core week of installation including on-site supervision through most of the work.

Since we also offer turnkey installations, we are well versed on the fine details of what makes a successful installation.



5.1.5 – Financial Analysis

Providing cost-benefit analyses, including payback periods and return on investment.

We are experts on utility rate tariffs, incentives, and ROI analysis. We combine all of this in to well defined financial models.

This is shown in more detail in Section 5.1.10.

5.1.6 – Maintenance and Troubleshooting

Offering ongoing support for system maintenance and addressing any issues that arise.

O&M should consist of a combination of semi-annual, annual, and less than annual services to ensure safety and performance while limiting cost. Below is our typical suggested scope of work and frequency.

Visual Inspection (Semi-Annual)

- **Inspect solar panels** for damage, wear, and debris.
- **Check racking and mounting** systems for corrosion, loosening, or misalignment.
- **Inspect cabling and connectors** for exposure or damage.
- **Check inverter housing** for physical damage or overheating.

Panel Cleaning (Every 3rd Year)

- **Clean solar panels** with deionized water and soft brushes
- Conduct cleanings every **third year** unless performance degradation requires earlier intervention. More frequent cleanings increase cost with minimal increase in production.

Electrical System Testing (Semi-Annual)

- **Test inverter performance** and check for efficiency issues.
- **Measure voltage and current** output for each string.
- **Check grounding system** for integrity and safety.

Firmware/Software Updates (Annual)

- **Install firmware updates** for inverters, monitoring systems, and energy management software.



- **Verify monitoring systems** for accurate data collection.

Thermal Imaging (Annual)

- Perform **thermal scans** on panels, junction boxes, and inverters to detect hotspots or issues.

Safety Checks (Annual)

- **Test safety systems**, including AFCIs and emergency shutdowns.
- **Inspect grounding systems** to ensure proper fault protection.

Performance Monitoring (Ongoing)

- **Review performance data** quarterly to detect any drops in efficiency or other issues.
- **Ensure savings align** with energy output estimates.

Below is a summary of tasks, frequency, and estimated annual cost.

Task	Frequency	Timing	Description
Visual Inspection	Semi-Annual	Spring/Fall	Inspect for damage, wear, and loose connections.
Panel Cleaning	Every 3 Years	Fall	Clean panels to remove dirt, dust, and debris.
Electrical System Testing	Semi-Annual	Spring/Fall	Test electrical systems and verify output.
Firmware Updates	Annual	Spring	Install updates for inverters and software.
Thermal Imaging	Annual	Fall	Perform thermal scans to detect hotspots or faults.
Safety Checks	Annual	Spring	Test AFCIs, grounding, and safety systems.
Performance Monitoring	Ongoing	Year-Round	Review performance data to ensure optimal efficiency.

We can advise on putting this programs in place or offer them turnkey.



5.1.7 – Solar Lease Analysis

For landowners and building owners, to provide analysis of the essentials of land and roof lease agreements. This covers key aspects such as lease rates, equipment management and maintenance, and end-of-life terms for solar installations.

We also function as solar system developers for utility scale projects. In this capacity we are well versed in land leases, PPA agreements, and other key terms within standard agreements.

As solar energy consultants, we bring our experience as developers to benefit customers in negotiation of leases to their own benefit.

We typically recommend PPA agreements keep annual escalators at or below 2% to reduce the risk that the PPA rate exceeds grid power over time.



5.1.8 – Solar System Ownership

Provide information about the logistics and economics of owning a solar power system, covering costs, ROI, incentives, permits, zoning, and feasibility studies.

We bring together all aspects of Feasibility and Financial Analysis as described elsewhere in Section 5.1 to help customers determine if ownership is best for them.

Since tax incentives are currently available to tax exempt customers under Direct Pay, we generally recommend ownership as the better financial option for public sector entities vs. PPA agreements. However, there are situations where a PPA may be more beneficial due to their lower risk, minimal to no capital outlay, and reduced maintenance requirements.



5.1.9 – Feasibility

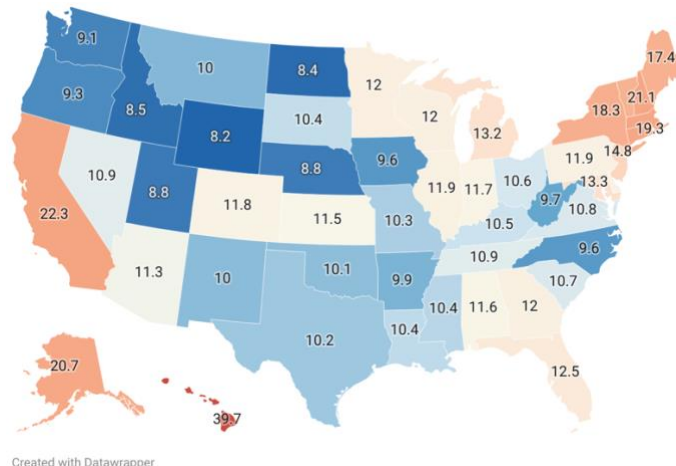
Provide analysis of site, building, or ideas for legislative, technical, and financial feasibility.

We consider site factors such as roof condition, shading, local utility incentives, net metering laws, zoning requirements, etc. A heavy emphasis is given on each site's energy usage, since most systems are designed as Behind the Meter (BTM) projects. When possible, we use interval data. This is readily available in most of Texas through Smart Meter Texas.

Our standard Full Feasibility Analysis will include a Helioscope layout and Energy Toolbase report. Below are some of the factors we consider during a Feasibility Analysis.

Cost of Power

- This can be derived based on actual utility bill management system for all sites if available or using national average data if not. An example map below:



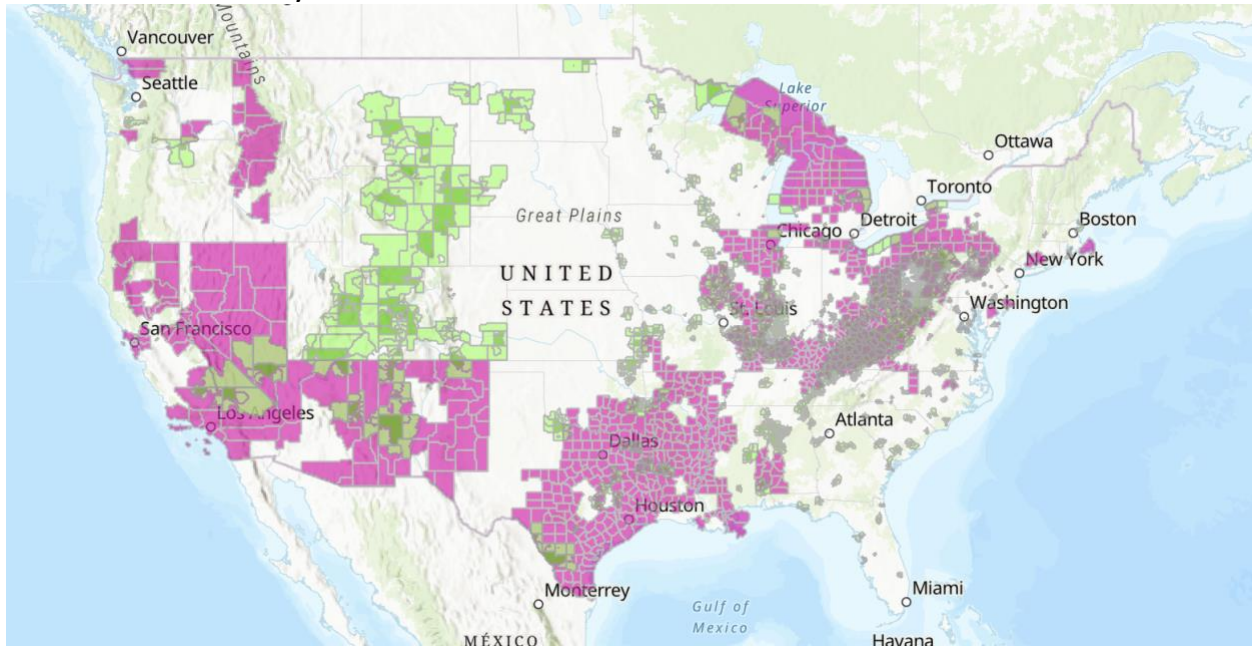
Rate Tariff Structure

- Blended electricity rate does not always accurately represent the savings potential from solar. This is due to Demand charges (\$/KW) being difficult to offset with a solar only system.
- Locations with rate tariffs based more on Consumption (\$/kWh) will generate higher savings for the same solar installation than those with more cost attributed to Demand



Federal Incentives

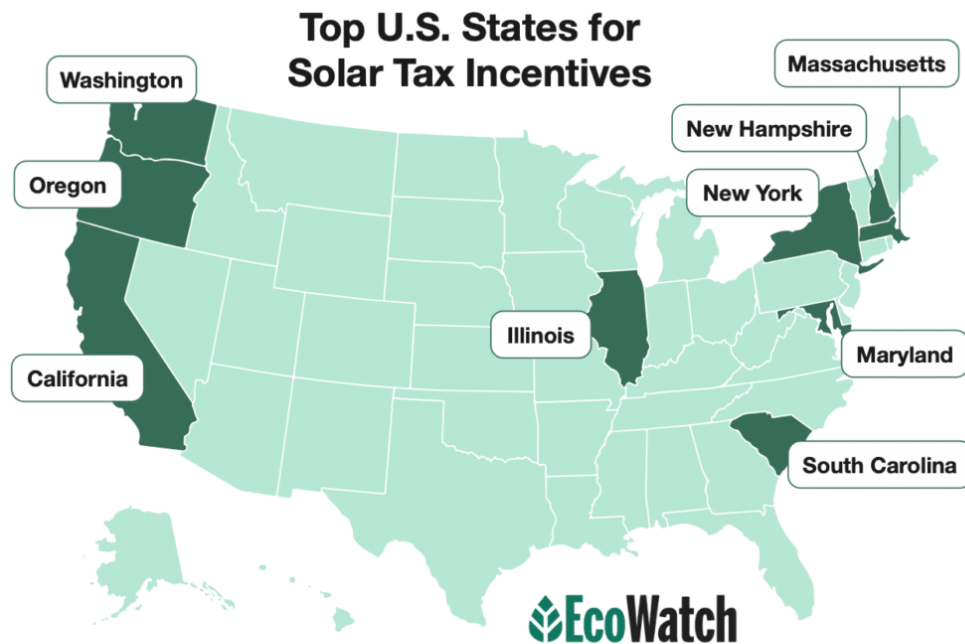
- The Federal Investment Tax Credit is a base rate of 30%. However, the Low Income and Energy Community Bonus credits of 10% each are location specific
- We do not recommend counting on Low Income credits, as they are limited and subject to a lottery system. Energy Community Bonus Credit can be obtained without limits if in the correct area. Below is a map by Census tract of qualifying Energy Communities. Sites within these areas will automatically be 10% lower net cost than those without.





State & Utility Incentives

- Some states and utilities have additional incentives that can drastically improve the financials on solar. For example, Oncor has a limited annual fund of Commercial solar incentives worth approximately \$0.50/W. Sites such as dsireusa.org can be used to research these incentives, but each utilities website should also be researched to ensure none are missed. Below is an example map, but we recommend recreating our own based on the specifics of your portfolio:



Source: ecowatch.com/top-states-for-solar-tax-incentives
Results based on data from dsireusa.org. Check with your local government website for details.

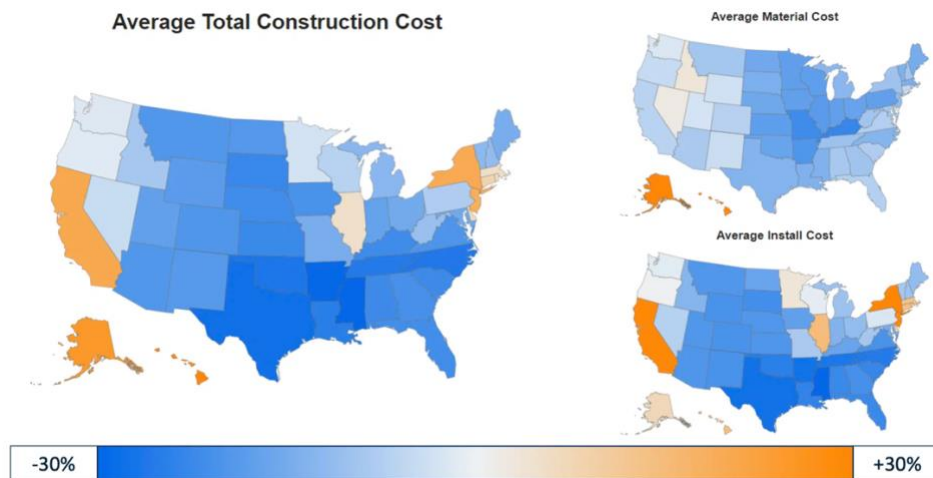
Net Metering Policies

- Net metering allows excess generation to be credited against power drawn from the grid at other times. Each state, utility, and electric utility has differing policies on this works. For example, CPS Power in San Antonio offers full net metering.
- If a site does not have Net Metering, solar can still be viable but the size of the system may be smaller than a site where excess generation is credited at retail power value
- Having Net Metering or not can also impact how Battery Energy Storage Systems (BESS) are used and deployed.



Cost of Construction

- Some markets will have higher cost of construction due to permits, union labor, population density, etc. Building in NYC can be multiples higher than rural Texas, as represented in the example map below.



More detail is provided to our Feasibility Analysis process in section 5.1.11.



5.1.10 – Financial Modeling

Review the various aspects of the solar power system under consideration, including design and feasibility, and vet them together in an economic model using financial professionals.

Our core team is very well versed in financial modeling, with our President holding an MBA and VP of Finance a BS in Finance.

We build detailed cash flow analyses for each project to show a full proforma of initial and recurring cost, tax incentives and grants/rebates, and operational savings. This cash flow is normally shown through financial metrics of Internal Rate of Return (IRR), Simple Payback, and Net Present Value (NPV). The following page shows an example cash flow analysis we completed for a customer. Note this was a private sector deal, so not all inputs will apply to public sector customers.



Solar Energy Consulting Services – RFP# 2025-005

INPUTS:			
Financed Term	15.0	Energy Cost Escalation Rate	2.50%
Interest Rate	7.50%	PV Degradation Rate	0.80%
Total Project Costs	\$1,498,233	Federal Income Tax Rate	30.00%
Equity Contribution	\$374,558 25.00%	Discount Rate	5.00%
Loan Amount	\$1,123,674 75.00%		

RETURNS:	
Unlevered IRR	10.15%
Levered IRR	53.76%
Equity Multiple	1.99x
Net Present Value	\$286,075
Year 1 ROC	7.00%

Years	Project Costs	Interest	Principal	Loan Balance	Electric Bill Savings	Operations & Maintenance	Investment Tax Credit	Depreciation Benefit	Tax Penalty on NOI Increase	Tax Benefit - Interest Expense	Net Tax Impact	Total Cash Flow	Cumulative Cash Flow
0	(\$374,558)			(\$1,123,674)								(\$374,558)	(\$374,558)
1	(\$127,298)	(\$84,276)	(\$43,022)	(\$1,080,652)	\$104,846		\$449,470	\$76,410	(\$31,454)	\$25,283	\$519,708	\$497,257	\$122,698
2	(\$127,298)	(\$81,049)	(\$46,249)	(\$1,034,403)	\$106,628			\$122,256	(\$31,989)	\$24,315	\$114,582	\$93,912	\$216,611
3	(\$127,298)	(\$77,580)	(\$49,718)	(\$984,685)	\$108,441			\$73,353	(\$32,532)	\$23,274	\$64,095	\$45,238	\$261,849
4	(\$127,298)	(\$73,851)	(\$53,447)	(\$931,239)	\$110,285			\$44,012	(\$33,085)	\$22,155	\$33,082	\$16,069	\$277,918
5	(\$127,298)	(\$69,843)	(\$57,455)	(\$873,784)	\$112,159			\$44,012	(\$33,648)	\$20,953	\$31,317	\$16,179	\$294,096
6	(\$127,298)	(\$65,534)	(\$61,764)	(\$812,019)	\$114,066			\$22,006	(\$34,220)	\$19,660	\$7,446	(\$5,786)	\$288,311
7	(\$127,298)	(\$60,901)	(\$66,397)	(\$745,623)	\$116,005			\$0	(\$34,802)	\$18,270	(\$16,531)	(\$27,824)	\$260,487
8	(\$127,298)	(\$55,922)	(\$71,376)	(\$674,247)	\$117,977			\$0	(\$35,393)	\$16,777	(\$18,617)	(\$27,937)	\$232,550
9	(\$127,298)	(\$50,568)	(\$76,729)	(\$597,517)	\$119,983			\$0	(\$35,995)	\$15,171	(\$20,824)	(\$28,139)	\$204,410
10	(\$127,298)	(\$44,814)	(\$82,484)	(\$515,033)	\$122,023			\$0	(\$36,607)	\$13,444	(\$23,163)	(\$28,438)	\$175,972
11	(\$127,298)	(\$38,627)	(\$88,670)	(\$426,362)	\$124,097			\$0	(\$37,229)	\$11,588	(\$25,641)	(\$28,842)	\$147,130
12	(\$127,298)	(\$31,977)	(\$95,321)	(\$331,042)	\$126,207	(\$299,647)		\$0	(\$37,862)	\$9,593	(\$28,269)	(\$329,007)	(\$181,876)
13	(\$127,298)	(\$24,828)	(\$102,470)	(\$228,572)	\$128,352			\$0	(\$38,506)	\$7,448	(\$31,057)	(\$30,003)	(\$211,879)
14	(\$127,298)	(\$17,143)	(\$110,155)	(\$118,417)	\$130,534			\$0	(\$39,160)	\$5,143	(\$34,017)	(\$30,781)	(\$242,660)
15	(\$127,298)	(\$8,881)	(\$118,417)	\$0	\$132,753			\$0	(\$39,826)	\$2,664	(\$37,162)	(\$31,706)	(\$274,367)
16	\$0	\$0	(\$0)	\$0	\$135,010			\$0	(\$40,503)	(\$0)	(\$40,503)	\$94,507	(\$179,860)
17	\$0	\$0	(\$0)	\$0	\$137,305			\$0	(\$41,192)	(\$0)	(\$41,192)	\$96,114	(\$83,746)
18	\$0	\$0	(\$0)	\$0	\$139,639			\$0	(\$41,892)	(\$0)	(\$41,892)	\$97,748	\$14,002
19	\$0	\$0	(\$0)	\$0	\$142,013			\$0	(\$42,604)	(\$0)	(\$42,604)	\$99,409	\$113,411
20	\$0	\$0	(\$0)	\$0	\$144,428			\$0	(\$43,328)	(\$0)	(\$43,328)	\$101,099	\$214,510
21	\$0	\$0	(\$0)	\$0	\$146,883			\$0	(\$44,065)	(\$0)	(\$44,065)	\$102,818	\$317,328
22	\$0	\$0	(\$0)	\$0	\$149,380			\$0	(\$44,814)	(\$0)	(\$44,814)	\$104,566	\$421,894
23	\$0	\$0	(\$0)	\$0	\$151,919			\$0	(\$45,576)	(\$0)	(\$45,576)	\$106,343	\$528,238
24	\$0	\$0	(\$0)	\$0	\$154,502			\$0	(\$46,351)	(\$0)	(\$46,351)	\$108,151	\$636,389
25	\$0	\$0	(\$0)	\$0	\$157,128			\$0	(\$47,139)	(\$0)	(\$47,139)	\$109,990	\$746,379
Total	(\$2,284,028)	(\$785,795)	(\$1,123,674)		\$3,232,565	(\$299,647)	\$449,470	\$382,049	(\$969,769)	\$235,739	\$97,488	\$746,379	

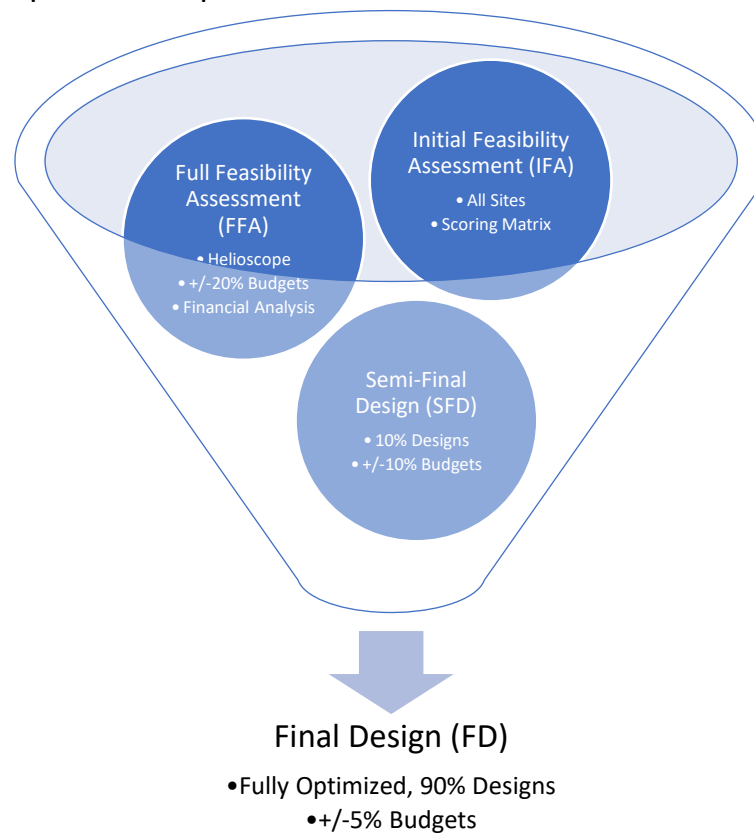


5.1.11 – Preliminary Site and Zoning Analysis

Review the array of pre-development steps and resources that need to be undertaken to determine if a solar site is feasible for solar development.

To minimize cost, we recommend phasing the evaluation of all sites through a series of stages. Projects could be entered into the Capital Plan at the FFA or SFD stage, depending on how close the budgets need to be on a site level basis.

Below is a graphic of the process.



The IFA primarily focused on a scoring site on high level factors common to a geography, utility, etc. This is most relevant with a multi-site portfolio. It may be a formal analysis for a large system or just a conversation to talk through potential sites within a small group based on a mix of factors. The following page shows an example scoring matrix.



			Financial (50% Weighting)							Site Specific Factors (25% Weighting)					Sustainability (25% of Score)				TOTAL SCORE
Site	City	State	Cost of Power	Rate Tariff Structure	Federal Incentives	State & Utility Incentives	Net Metering Policies	Cost of Construction	FINANCIAL SCORE	Roof (Type, Age, Condition)	Site Orientation & Shading	Lease Length & Terms	Other Construction Projects	SITE FACTORS SCORE	Co2e of local power	Visibility	Weather & Grid Reliability	SUSTAINABILITY SCORE	TOTAL SCORE
PC10	Kennesaw	GA	4	4	3	0	3	4	60%	5	4	5	5	95%	3	2	4	60%	68.8%
Example 2	TBD	TBD	2	2	4	2	2	3	50%	3	5	4	4	80%	2	3	5	67%	61.7%
Example 3	TBD	TBD	3	3	3	3	3	3	60%	1	3	2	3	45%	2	5	2	60%	56.3%
Example 4	TBD	TBD	5	5	4	4	5	1	80%	4	3	5	3	75%	1	3	4	53%	72.1%
Example 5	TBD	TBD	2	1	3	3	2	3	47%	2	2	5	3	60%	2	5	2	60%	53.3%



The FFA consists primarily of a Helioscope layout and ETB financial analysis. A site visit may be made at this site depending on the complexity of the location.

During Semi-Final Design (SFD), a site visit will be made to confirm all information gathered to date. This is used to update layout and create a 10% Design. Budgets can be determined within +/-10% at this point by working with local contractors and material suppliers. Here's more information on what is involved during the SFD.

Site Visit

- A site visit by the Holistic Project Manager would be completed to confirm details on the electrical system, roof condition, potential mounting location, structural components, etc.

10% Design

- A Plan Set complete with a single line diagram will be generated
- Specific equipment (panels, inverters, racking) will be generated at this point, including cutsheets and Bill of Material (BOM)
- As part of the 10% design, local Authority Having Jurisdiction (AHJ) requirements will be evaluated and considered.

Semi-final Budget

- A material budget based on the Bill of Materials from the 10% design will be obtained
- Local electrical subcontractor installation pricing will be secured
- A semi-final budget of +/-10% will be finalized

Semi-Final Savings

- Detailed analysis of interval data and rate tariffs will be completed to optimize the system size and savings. Opportunities to switch to alternate rates (such as Time of Use) will be modeled and confirmed.
- Specific utility incentives and/or state incentives will be fully analyzed to ensure requirements, timelines, etc. are incorporated into the design and delivery plan

Semi-Final Financials

- Above information will be packaged into a +/- 10% financial proforma



Final Design includes 90% designs and is typically the last step before construction approval. Budgets are within +/-5%. Contractors normally offer firm fixed price contracts at this stage. Here's more detail on what a Final Design includes.

90% Design

- The plan set will be finalized. This is typically relatively minor adjustments from the 10% design

Final Budget

- Material and labor costs will be updated based to firm numbers good for 30+ days
- Budget at this stage will be +/-5%. If Fixed Price Contracting is being used, the cost provided will be a Firm Price and Holistic will cover the variance of +/-5% with project contingency

Final Savings

- Any changes that may impact financial savings will be updated
- Specific utility incentives and/or state incentives will be reserved if possible to ensure capture upon implementation

Final Financials

- Above information will be packaged into a final proforma

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

PROPOSAL DISCOUNT OFFER WORKSHEET FOR RFP #2025-005

Service Category #1: Solar Energy Consulting Services		
Item	Description	% Discount Off Your Regular Rate

1 Consulting Services

5%

Service Category #2: Other Ancillary Services		
Item	Description	% Discount Off Your Regular Rate

2 Describe Services Below:

A		
B		
C		

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3
SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	Holistic Utility Solutions		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	Yes		
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:	Holistic Utility Solutions						
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States. <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td>Yes</td> <td></td> </tr> </table>			Will service all fifty (50) states	Will not service fifty (50) states	Yes	
Will service all fifty (50) states	Will not service fifty (50) states						
Yes							
	If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.						
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						
20.	Maryland						

APPENDIX A.3

The categories awarded under this contract are listed on the following Exhibit 1.

EXHIBIT 1

CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST

- Please place a checkmark next to each Category that you are offering in your proposal:

<input checked="" type="checkbox"/>	Category 1: Energy Assessments
<input checked="" type="checkbox"/>	Category 2: Site Analysis
<input checked="" type="checkbox"/>	Category 3: Permitting and Compliance
<input checked="" type="checkbox"/>	Category 4: Installation Oversight
<input checked="" type="checkbox"/>	Category 5: Financial Analysis
<input checked="" type="checkbox"/>	Category 6: Maintenance & Troubleshooting
<input checked="" type="checkbox"/>	Category 7: Other Ancillary Services

- **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Proposal Discount Offer Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.

- **Current Published Price List for Items Offered**

For each of the bid items you wish to offer, please provide the current published list price. Please attach this information to your proposal on a separate sheet or via a weblink. Please match the Category item number from the Proposal Discount Offer Worksheet to the matching item on your current published price list.

NOTE: The current price list will NOT be a part of your contractual obligation and may be modified at your discretion during the term of any contract that is awarded to you. You are however requested to provide us with an updated version of the current price list whenever it is updated. Only the percentage discount is contractually obligated.

APPENDIX B
DEBARMENT CERTIFICATION

I, Ira M. Nicodemus
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Holistic Utility Solutions,
(Name of lower tier participant)


nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:



Signature of Certifying Official

President

Title

3/18/25

Date of Certification

APPENDIX C RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



Signature

President

Title

Holistic Utility Solutions

Agency

3/18/25

Date

APPENDIX D ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Holistic Utility Solutions

Name of Organization/Contractor



Signature of Authorized Representative

Ira Nicodemus, President

Printed/Typed Name and Title of Authorized Representative

3/18/25

Date

D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source CONTRACTOR; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

Holistic Utility Solutions

Name of Organization/Contractor



Signature of Authorized Representative

Ira Nicodemus, President

Printed/Typed Name and Title of Authorized Representative

3/18/25

Date

D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

Holistic Utility Solutions

Name of Organization/Contractor



Signature of Authorized Representative

Ira Nicodemus, President

Printed/Typed Name and Title of Authorized Representative

3/18/25

Date

APPENDIX E

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES

Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (CONTRACTOR)

- 1. Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions 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.
- 2. Davis-Bacon Act.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Safety Standards.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** CONTRACTOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONTRACTOR and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
- 7. Restrictions on Lobbying.** CONTRACTOR of these funds is prohibited from using monies for lobbying purposes; CONTRACTOR shall comply with the special provision “Restrictions on Lobbying”. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.
- 9. Anti-Israeli Boycott.** By accepting this work order, CONTRACTOR hereby certifies the following:
 - (1) CONTRACTOR’s Company does not boycott Israel; and
 - (2) CONTRACTOR’s Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

- (1) "Boycott Israel" 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; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

10. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Trafficking in Persons

The contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from

- (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) procure a commercial sex act during the period of time that the award is in effect;
- (iii) used force labor in the performance of the award or subawards under the award.

The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

- (i) is determined to have violated an applicable prohibition;
- (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term.

NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

Check and complete one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Name of Organization/Contractor



Signature of Authorized Representative

Ira Nicodemus, President

Printed/Typed Name and Title of Authorized Representative

3/18/25

Date

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date