



HOLISTIC

Utility Solutions

Solar Energy Consulting Services

RFP # 2025-005

North Central Texas Council of Governments (“NCTCOG”)
TXShare Cooperative Purchasing Program (“TXShare”)

Centerpoint II
616 Six Flags Drive
Arlington, TX 76011

November 20, 2024



North Central Texas Council of Governments



November 20, 2024

Charlie Oberrender, CPPB
NCTCOG
616 Six Flags Drive
Arlington, TX 76011

Subject: Solar Energy Consulting Services

Dear Mr. Oberrender:

Holistic Utility Solutions is pleased to provide the enclosed response to your RFP for Solar Energy Consulting Services.

We have included all required sections to the best of our ability. Note that we converted Exhibit 4 to the Word document due to the amount of information requested. All sections match those in the provided form.

Our team is based in Grapevine, TX and focuses on public sector clients. While we offer turnkey projects as well, approximately 40% of our 2024 revenue is associated with consulting services. Much of this is tied to solar consulting services, as demonstrated on our References and sample projects. In the past year we have worked with City of Frisco, TCCD, and are in development with other NCTCOG members.

As you review our response, please let us know what questions you have. We look forward to partnering with NCTCOG on promoting this contract to help the members throughout North Texas and beyond.

Sincerely,

Ira Nicodemus
President, Holistic Utility Solutions
ira@HolisticUS.com



Table of Contents

Tab A – Cover Page & Statement of Understanding.....	5
Cover Page	5
Statement of Understanding.....	6
Tab B – Key Personnel.....	7
Statements of Qualification	7
Tab C – References	9
Reference #1 – Tarrant County Community College.....	9
Reference #2 – Texarkana Regional Airport.....	10
Reference #3 – Arlington Dermatology (TX)	11
Reference #4 – Branding Resources.....	12
Reference #5 – Lewis Investments.....	13
Tab D – Project Related Experience and Qualifications.....	14
5.2.1 – Org Chart & Customer Interface	14
5.2.2 – Additional Goods & Services.....	15
5.2.3 – Requirements Not Met.....	15
5.2.4 - Locations.....	15
5.2.5 – Overview of Organization.....	16
5.2.6 - Invoicing.....	18
5.2.7 - Similar Contracts	18
UTD Off-Grid Sizing Analysis	18
Scurry Rosser ISD Solar Owner’s Rep	18
Texarkana Regional Airport Solar Owner’s Representative	18
TCCD Battery & Solar Feasibility Assessment	18
5.2.8 – Contracts Terminated for Non-Performance	19
5.2.9 - Warranty.....	19
Tab E – Technical Proposal.....	20
5.1.1 – Energy Assessments	20
5.1.2 – Site Analysis	21
Roof type, age, and condition.....	21
Site orientation & shading.....	21
Other construction projects.....	21
5.1.3 – Permitting and Compliance.....	22
5.1.4 – Installation Oversight.....	23
5.1.5 – Financial Analysis.....	24
5.1.6 – Maintenance and Troubleshooting	24
Visual Inspection (Semi-Annual)	24
Panel Cleaning (Every 3rd Year).....	24
Electrical System Testing (Semi-Annual).....	24
Firmware/Software Updates (Annual).....	24



Thermal Imaging (Annual).....	25
Safety Checks (Annual).....	25
Performance Monitoring (Ongoing).....	25
5.1.7 – Solar Lease Analysis.....	26
5.1.8 – Solar System Ownership.....	27
5.1.9 – Feasibility	28
Cost of Power	28
Rate Tariff Structure	28
Federal Incentives.....	29
State & Utility Incentives	30
Net Metering Policies	30
Cost of Construction.....	31
5.1.10 – Financial Modeling.....	32
5.1.11 – Preliminary Site and Zoning Analysis.....	34
Site Visit	36
10% Design	36
Semi-final Budget.....	36
Semi-Final Savings.....	36
Semi-Final Financials	36
90% Design	37
Final Budget	37
Final Savings	37
Final Financials	37
Tab F – Pricing	38
Exhibit 1	38
Exhibit 2	39
Tab G – Required Attachments.....	40
Attachment I - Instructions for Proposals Compliance and Submittal.....	41
Attachment II – Certification of Offeror	42
Attachment III – Certification Regarding Debarment.....	43
Attachment IV – Restrictions on Lobbying.....	44
Attachment V – Drug-Free Workplace Certification	45
Attachment VI – Certification Regarding Disclosure of Conflict of Interest	46
Attachment VII – Certification of Fair Business Practices	47
Attachment VIII – Certification of Good Standing Texas Corporate Franchise Tax Certification	48
Attachment IX – Historically Underutilized Businesses, Minority Or Women-Owned.....	49
Or Disadvantaged Business Enterprises	49
Attachment X – Federal and State of Texas Required Procurement Provisions	50
Attachment XI – CIQ Form	51



Tab A – Cover Page & Statement of Understanding

Cover Page

Please see cover page on following page.

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS

For

Solar Energy Consulting Services

RFP # 2025-005

Sealed proposals will be accepted until 2:00 PM CT, **November 20, 2024**, and then publicly opened and read aloud thereafter.

Holisus LLC (d.b.a. "Holistic Utility Solutions")

Legal Name of Proposing Firm

Ira Nicodemus

President

Contact Person for This Proposal

Title

214-384-3819

Contact Person Telephone Number

ira@HolisticUS.com

Contact Person E-Mail Address

129 S. Main St. Ste. 260

Street Address of Principal Place of Business

Grapevine, TX

City/State

76051

Zip

129 S. Main St. Ste. 260

Mailing Address of Principal Place of Business

Grapevine, TX

City/State

76051

Zip

Ira Nicodemus

Point of Contact for Contract Negotiations

President

Title

214-384-3819

Point of Contact Telephone Number

ira@HolisticUS.com

Point of Contact Person E-Mail Address

Acknowledgment of Addenda (initial): #1 INA #2 _____ #3 _____ #4 _____ #5 _____

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential/proprietary". All proposals are subject to the Texas Public Information Act.

COVER SHEET



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.

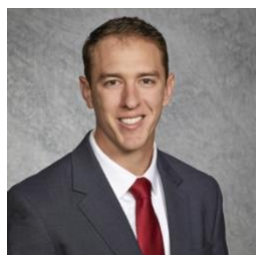
Our team is based in Grapevine, TX and has extensive experience working as a consulting for solar energy programs throughout the NCTCOG service area, Texas, and the USA.



Tab B – Key Personnel

Statements of Qualification

Below is a summary of the project team:



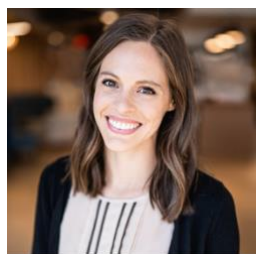
Ira Nicodemus - President & Team Lead

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.



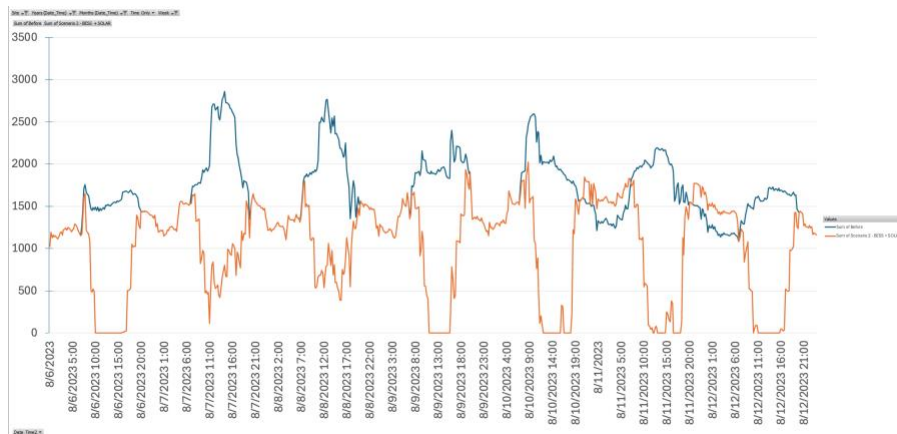
Tab C – References

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

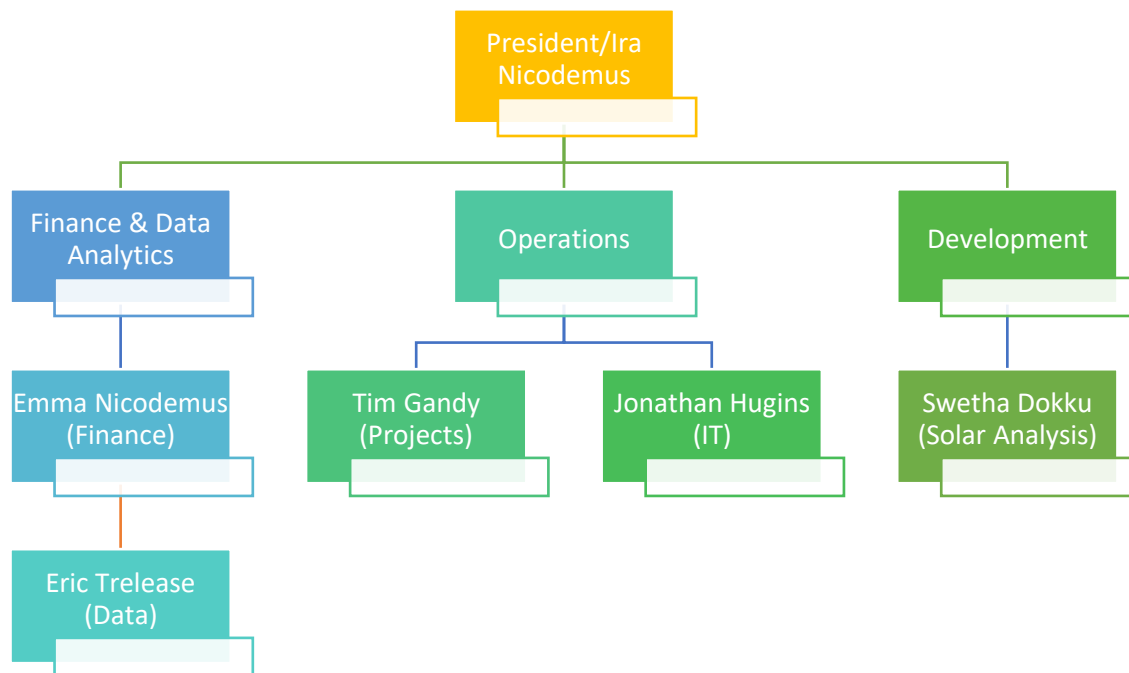
5.2.1 – Org Chart & Customer Interface

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.

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						



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



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.

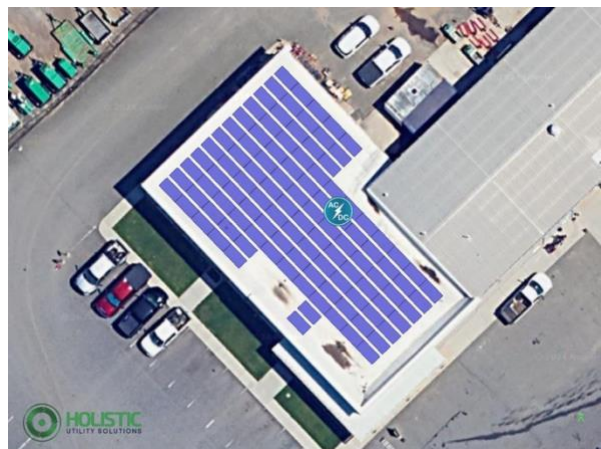
Site orientation & shading

- 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.

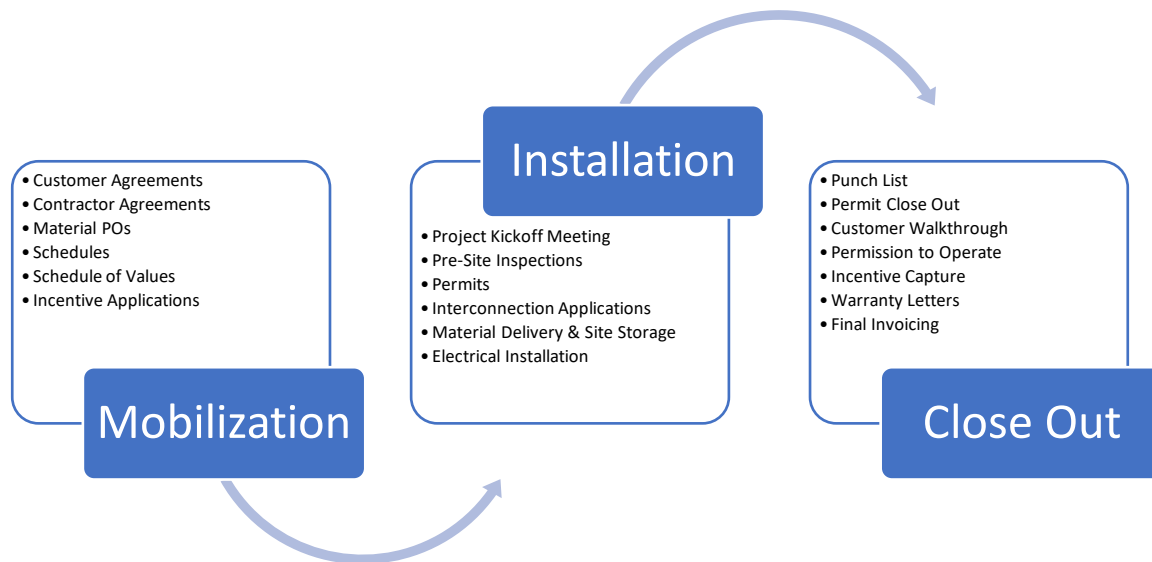
Note that Engineering (Structural and Electrical) will not be completed under this RFP. However, we help the customer select an engineering firm to complete a stamped review if required by the AHJ.



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

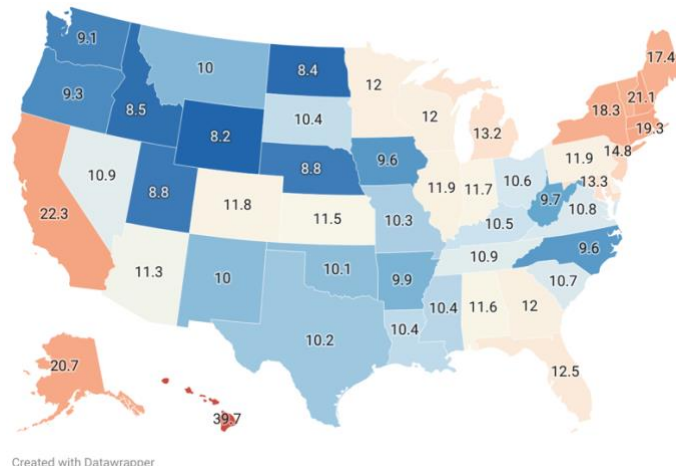
Provide analysis of site, building, or ideas for legislative, technical, and financial feasibility.

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:



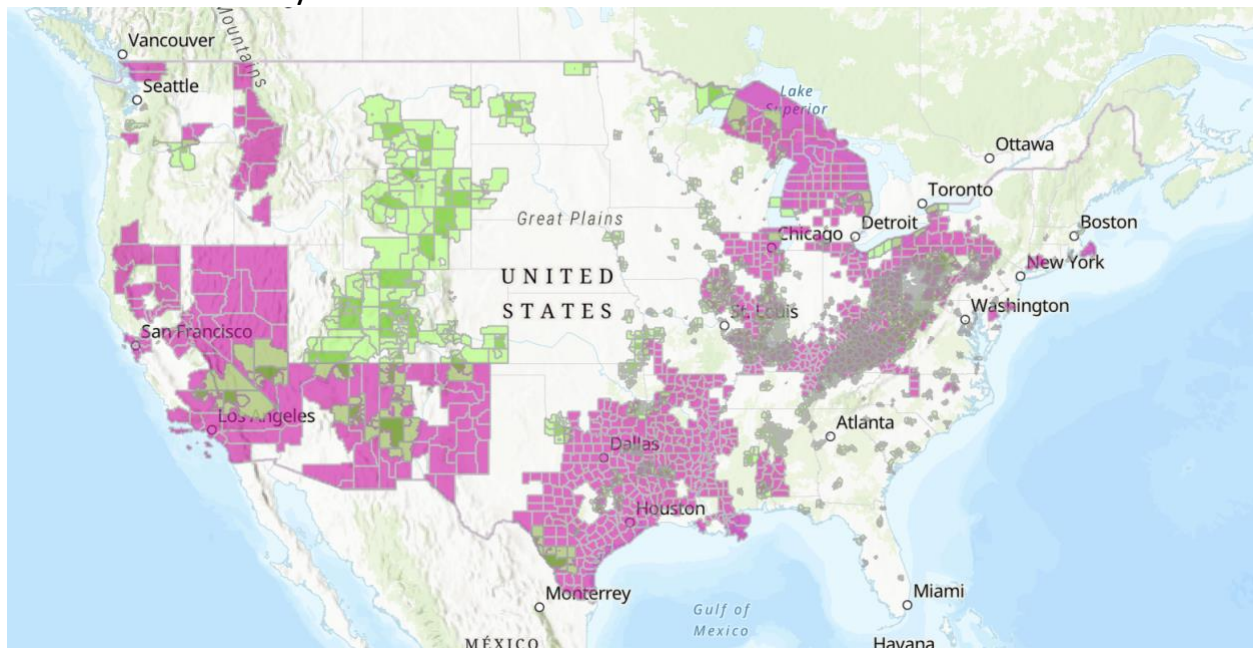
Rate Tariff Structure

- 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

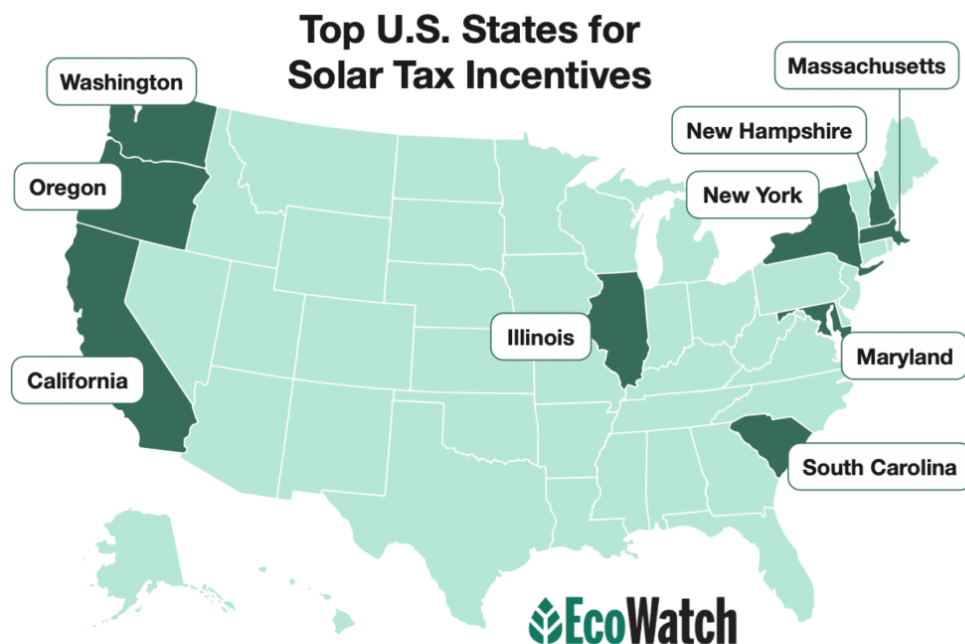
- The Federal Investment Tax Credit is a base rate of 30%. However, the Low Income and Energy Community Bonus credits of 10% each are location specific
- We do not recommend counting on Low Income credits, as they are limited and subject to a lottery system. Energy Community Bonus Credit can be obtained 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.

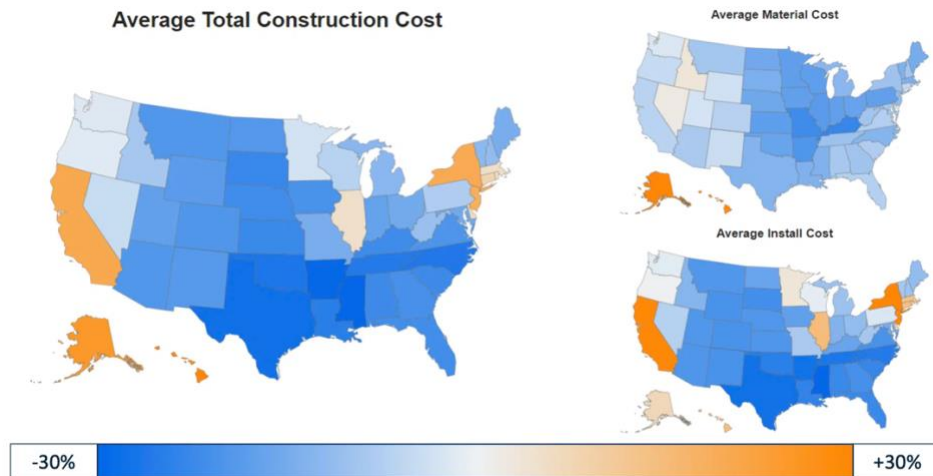
Net Metering Policies

- 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	

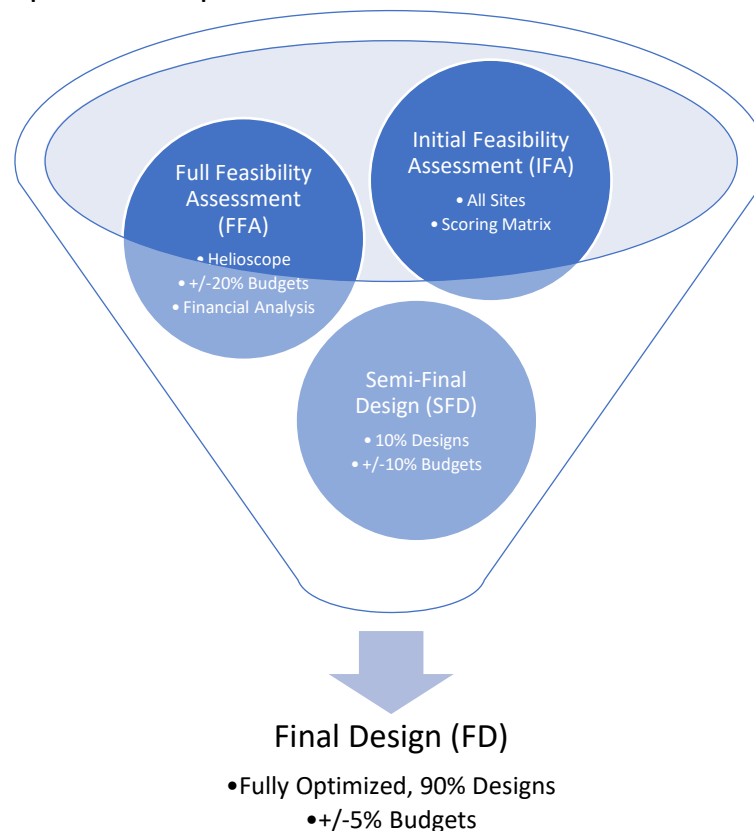


5.1.11 – Preliminary Site and Zoning Analysis

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



Tab F – Pricing

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.

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		

2025 RATE SHEET

STANDARD WORK HOURS

The following labor rates are used for our normal operating hours. During field services, the minimum charge is 4 hours. Rates are charges to the nearest 1/2 hour. All times listed are local time zone where work is performed.

RATE DETAILS

Standard Rate:	8am-5pm, Mon-Fri
Overtime Rate:	1.5x standard rate
Holiday Rate:	2x standard rate
Per Diem Rate:	Federal Rate at Location
Mileage Rate:	Federal Rate
Travel Time:	50% Standard Rate

Classification	Standard Hourly Rate
Principal	\$250
Sr. Energy Analyst	\$215
Energy Analyst	\$175
Sr. Project Manager	\$195
Project Manager	\$165
Sr. Commissioning Agent	\$195
Commissioning Agent	\$175
Technician	\$140
Junior Analyst	\$120

NOTES

- Overtime rates charged for hours worked more than 8 hours per day, M-F. Weekends billed at overtime rate.
- Mileage, Meals, & Incidentals: Charged separately at Standard Government Rate
- Airfare: Billed at cost
- Lodging: Billed at cost or Standard Government Rate, per customer preference
- Parking tolls, and other incidentals charged at cost

2025 HOLIDAY SCHEDULE

• January 1	New Year's Day
• January 20	Martin Luther King Day
• February 17	President's Day
• May 26	Memorial Day
• July 4	Independence Day
• September 1	Labor Day
• October 13	Columbus Day
• November 11	Veterans Day (observed)
• November 27	Thanksgiving Day
• November 28	Day after Thanksgiving
• December 24	Christmas Eve
• December 25	Christmas



Exhibit 2

Not Applicable



Tab G – Required Attachments



Attachment I - Instructions for Proposals Compliance and Submittal

**ATTACHMENT I: INSTRUCTIONS
FOR PROPOSALS COMPLIANCE AND SUBMITTAL**

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

Compliance with the NCTCOG Standard Terms and Conditions

By signing its submission, Offeror acknowledges that it has read, understands and agrees to comply with the NCTCOG standard terms and conditions.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 2.2 - General Terms and Conditions.

Holistic Utility Solutions

Vendor Name



Authorized Signature

Ira Nicodemus

Typed Name

11/20/24

Date



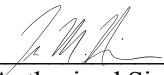
Attachment II – Certification of Offeror

ATTACHMENT II: CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I, Ira Nicodemus (typed or printed name) certify that I am the President (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

Holistic Utility Solutions
Vendor Name


Authorized Signature

Ira Nicodemus
Typed Name

11/20/24
Date



Attachment III – Certification Regarding Debarment

**ATTACHMENT III: CERTIFICATION
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Holistic Utility Solutions

Vendor Name



Authorized Signature

Ira Nicodemus

Typed Name

11/20/24

Date



Attachment IV – Restrictions on Lobbying

ATTACHMENT IV: 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.

(Continued on next page)

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

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

1. No 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 officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract; and
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, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Holistic Utility Solutions

Vendor Name



Authorized Signature

Ira Nicodemus

Typed Name

11/20/24

Date



Attachment V – Drug-Free Workplace Certification

ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION

The Holistic Utility Solutions (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the Holistic Utility Solutions (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Holistic Utility Solutions

Vendor Name



Authorized Signature

Ira Nicodemus

Typed Name

11/20/24

Date



Attachment VI – Certification Regarding Disclosure of Conflict of Interest

ATTACHMENT VI: DISCLOSURE OF CONFLICT OF INTEREST
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.

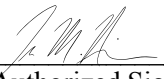
No member of NCTCOG directly owns, controls or has interest in the contractor.

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.

Holistic Utility Solutions
Vendor Name


Authorized Signature

Ira Nicodemus
Typed Name

11/20/24
Date




Attachment VII – Certification of Fair Business Practices

ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES

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.

Holistic Utility Solutions
Vendor Name


Authorized Signature

Ira Nicodemus
Typed Name

11/20/24
Date



Attachment VIII – Certification of Good Standing Texas Corporate Franchise Tax
Certification

**ATTACHMENT VIII: 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 following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

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.

Indicate the certification that applies to your corporation:

 X The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

 The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.


Type of Business (if not corporation): ☐ Sole Proprietor

☐ Partnership

☐ Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

 Holistic Utility Solutions
Vendor Name

 
Authorized Signature

 Ira Nicodemus
Typed Name

 11/20/24
Date



Attachment IX – Historically Underutilized Businesses, Minority Or Women-Owned
Or Disadvantaged Business Enterprises

Not Applicable



Attachment X – Federal and State of Texas Required Procurement Provisions

**ATTACHMENT X: 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 to 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.

**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.

☐ **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.**

Holistic Utility Solutions

Vendor Name



Authorized Signature

Ira Nicodemus

Typed Name

11/20/24

Date

-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.**

Vendor Name

Authorized Signature

Typed Name

Date

(Continued on next page)

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 provider; 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.

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

Holistic Utility Solutions

Vendor Name



Authorized Signature

Ira Nicodemus

Typed Name

11/20/24

Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name

Date

(Continued on next page)

BOYCOTTING OF CERTAIN ENERGY COMPANIES

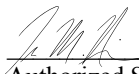
This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

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.

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

Holistic Utility Solutions
Vendor Name

Authorized Signature

Ira Nicodemus 11/20/24
Typed Name Date

-OR-

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

Vendor Name

Authorized Signature

Typed Name Date



Attachment XI – CIQ Form

Not Applicable