



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

EcoMotion Incorporated
("**Contractor**")
with offices located at
216 Wet Kenneth Road
Glendale, CA 91202

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:

EcoMotion Incorporated
Attn: ~~Daniel Mark~~
216 West Kenneth Road
Glendale, CA 91202
(310) 699-6823
dmark@ecomotion.us

→ TED FLANIGAN

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

Name: VED FLANIGAN
 Email: TFLANIGAN@ECOMOTION.US
 Phone: (949) 292-7314

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

(will increase coverage if need be)

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.

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 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.

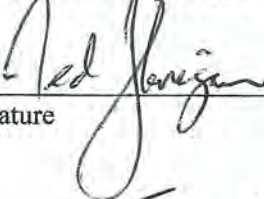
10.21 Boycotting of Certain Energy Companies

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.

10.22 Domestic Preference

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.

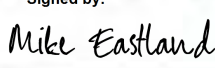

EcoMotion Incorporated

 3/13/25
Signature Date

TED FLANAGAN
Printed Name

PRESIDENT
Title

North Central Texas Council of Governments

Signed by:  3/28/2025
 A4E72C1BEE0F426
Signature Date

R. Michael Eastland
Executive Director

APPENDIX A

Statement of Work

Sincerely,



Ted Flanigan
President, EcoMotion

Primary Point of Contact for EcoMotion

Ted Flanigan, President

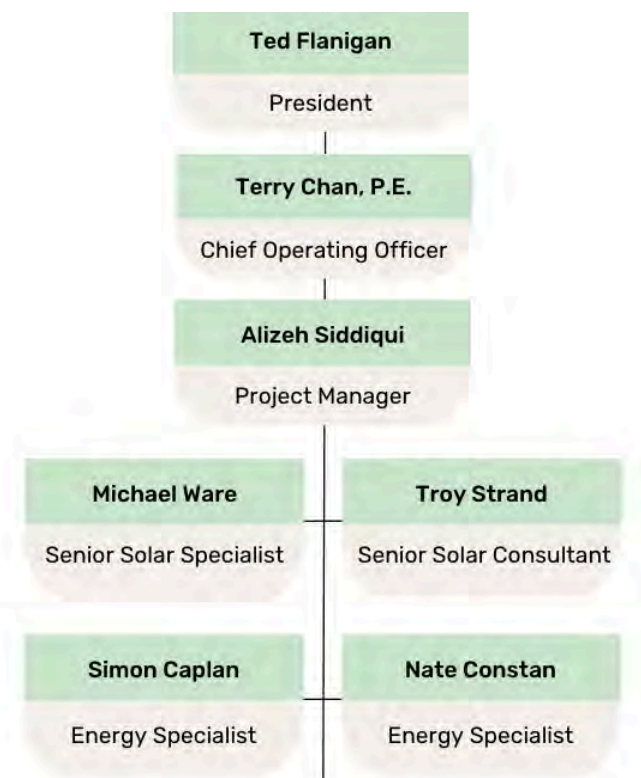
EcoMotion, 216 W. Kenneth Road, Glendale, CA 91202

Phone: (949) 292 - 7314; Email: TFlanigan@EcoMotion.us; Website: www.EcoMotion.us

Statement of Understanding

EcoMotion understands the needs presented in this request for proposals. We specialize in such analyses of sites for solar and storage, and more and more, for energy resilience. We are equipped to provide the services requested and look forward to doing so.

We understand that the job is to be at the ready, to be on call to provide services to your member agencies as they need and see fit. We welcome a wide diversity of sites and types of projects, and will customize our support and solutions for each facility and member agency.



Tab B: Key Personnel

Ted Flanigan, President

Ted Flanigan, born and raised in New York, is dedicated to fostering sustainable energy development. For the past 40 years, Ted has advocated smart and responsible energy management, working within two major electric utilities on both the East and West coasts – New York Power Authority and Los Angeles Department of Water & Power – providing strategic consulting services for schools, universities, cities, utilities, and others across the country and in many foreign countries. He lives in a solar-powered home and drives solar-powered electric cars.



Ted served as the Energy Program Director for Rocky Mountain Institute; then he was funded by the John D. and Catherine T. MacArthur Foundation to research the most successful efficiency and green power strategies throughout America and then in Europe and Asia. As Director of IRT Environment, Ted Flanigan was in the original consulting team for ICLEI's Urban CO₂ Reduction Project, linking and developing emissions mitigation strategies, policies, and programs for major North American and European cities from Portland to Helsinki. He was Managing Director of The Energy Coalition in Southern California, designing and implementing innovative efficiency and demand response partnerships for Southern California Edison, Pacific Gas & Electric Company, Southern California Gas, and San Diego Gas & Electric.

For the past 17 years, Ted Flanigan has led the EcoMotion team. He's managed dozens of projects for schools and universities including Garden Grove Unified School District, Bryant University, Fisher College, St. Joseph's College of Maine, Shenandoah University, Central New Mexico Community College, Poway Unified School District, Savannah School District, Cypress School District, the University of Southern California, and Loyola Marymount University. He's managed projects for local governments including Santa Monica, Palm Desert, Rancho Mirage, Mammoth Lakes, Sonoma County, Association of Bay Area Governments, Anaheim Public Utilities, Burbank Water and Power, Corona Water and Power, and Moreno Valley Utilities. And he's managed projects for corporate clients such as LA Metro, Sempra, Capital Group, Cathay Bank, Kimco Realty, and EcoMedia.

Michael Ware, Senior Solar Specialist



Michael Ware joined the EcoMotion team in 2007 to be an “honest broker” of efficiency and solar systems. Today he is EcoMotion’s Senior Solar Specialist and involved in all facets of project management and energy management operations. Prior to working at EcoMotion, he worked at PermaCity Solar.

Michael has become one of the region’s foremost energy advisors. His expertise is applied to focusing on solar and storage opportunities, measuring potentials, and developing implementation strategies. For instance, Michael analyzed all the rooftops of Santa Monica College, then worked with the college’s director of operations to develop an implementation plan, based on remodeling, rate structures, and a sequenced approach. Some years ago, the College celebrated the installation of its first 400 kW of solar. The seed was planted for subsequent systems. Michael went on to assist the Santa Monica Malibu Unified School District with PPA financing for its elementary schools. He is currently deep in a PPA procurement for LA Metro.

As an expert in utility rate structures and how they impact the returns of a given investment, Michael has developed tools for weighing the value of different components and comparing different scenarios. With a sparkle in his eye, he calmly presents complicated findings to both expert and less experienced stakeholders in such a way as to facilitate decision-making.

Michael managed EcoMotion’s solar project in Millbrook, New York, where a private prep school has pledged to go carbon neutral. In addition to the 1.73 MW solar system – funded in part by a \$1.25 million grant from the New York Energy and Research Administration -- the project involves energy efficiency in 43 buildings on campus, adding geothermal, and will potentially include a biofuel plant.

Michael has managed EcoMotion’s solar consulting for Metro for the past eight years. Metro, the local transportation agency, has more than 2,000 parcels of land in the greater Los Angeles area. Similar to a Los Angeles Unified School District project, he managed to identify the best sites for solar from a vast array of school properties. Michael and his EcoMotion colleagues are guiding Metro to its best opportunities given rate offsets, the structural integrity of rooftops; development plans and contingencies; and unique considerations.

Troy Strand, Senior Solar Specialist

Troy brings 24 years of solar experience to EcoMotion Solar Services. He's worked many sides of the solar business, from utility, to academia, as a solar developer, and now consultant. He's worked at Southern California Edison, the National Renewable Energy Laboratory (NREL), and was founder and chief operating officer of Independent Energy Solutions, a photovoltaic system designer and installer that specialized in military, utility and commercial installations. Among his other specialties are the design and installation of remote power systems, notably a large micro-grid for a remote Caribbean Island and for U.S. embassies in Africa.



Troy has a B.S. in Electrical Engineering and over 30 years of experience in system design, engineering, and integration of complex photovoltaic power systems. Throughout his career, he has personally overseen the design and installation of hundreds of photovoltaic, energy storage, and micro-grid power systems in the U.S. and around the world.

Troy served on the board of directors for the San Diego Chapter of CALSEIA. He has published numerous technical and white papers. He conducted pioneering solar research at the National Renewable Energy Laboratories. He has also served on several standards and code-making committees for the Institute of Electrical and Electronics Engineers (IEEE) and the National Electric Code (NEC Article 690). He is a member of the Society of American Military Engineers and a member of the Vistage Chief Executive Group 12.

Terry Chan P.E., Chief Operating Officer



Terry Chan P.E. is a Professional Engineer licensed in the State of California for 35 years. She holds a B.S. in Electrical Engineering from University of California at Los Angeles, an M.S. in Power Systems Engineering from University of Southern California, and an Executive MBA from the University of Southern California. In addition, she is a Certified Energy Manager and a certified Green Building Professional.

For 32 years, Terry held a number of positions within the Los Angeles Department of Water and Power including responsibilities with power systems design, underground and overhead circuit design, load forecasting, rate design and customer services focused on major accounts. In addition, for eight years she has served as a Commissioner of Glendale Water and Power, including two terms as President. Terry has traveled extensively on

EcoMotion's International Solar Study Tours, was an advisor to EcoMotion for eight years prior to joining the team. She is fluent in Cantonese, Mandarin, Spanish, and English.

Alizeh Siddiqui, Project Manager

Alizeh Siddiqui is EcoMotion's Project Manager and chief coordinator. She works on all projects, supporting IT functions, scheduling, generating and formatting reports and presentations. She coordinates EcoMotion's social media and is responsible for scheduling, uploading, and enhancing Flanigan's Eco-Logic Podcast.



Alizeh has also served specific projects such as EcoMotion's work establishing the Office of Sustainability for the City of Glendale. She managed the development of Strategic Energy Management Plans for Palm Desert Charter Middle School and Murrieta Valley Unified School District, a Carbon-Free Pathways 2020 Plan for MAST, a magnet school in Miami, Florida, as well as a Pathways to Carbon Neutrality Plan for La Cañada Flintridge Country Club.

A proud native of Mississippi, she was a Summa Cum Laude graduate of the University of Mississippi. Prior to joining the EcoMotion team, Alizeh worked in publishing for Thomas Reuters in Sydney, Australia and then remotely as a marketing specialist for Innovarge LLC, a Pakistani import/export firm. In addition to Spanish proficiency, she is fluent in Urdu and Hindi.

Simon Caplan, Energy Specialist



Simon Caplan is a sustainable development practitioner with a resolute commitment to decarbonizing the energy sector. He's the EcoMotion team's newest addition, and brings an interdisciplinary perspective to it along with valuable skill sets including data analysis, geographic information systems, and legal research.

He excelled in his academic endeavors at college, graduating with honors from the Columbia Undergraduate Scholars Program with a B.A. in sustainable development from Columbia University. His studies encompassed a cross-section of different environmental and social subjects, including classes which ranged from climate science to energy law and took him to both South America and Asia for field research.

Outside of school, Simon has experience in Southern California environment and energy policy. Working with the City Hall office of Los Angeles City Council President Paul Krekorian, Simon gained experience in legal research while augmenting his knowledge surrounding some of the many energy and environment issues facing the city. He also gained valuable perspective

regarding how city governance interacts with public agencies and regulatory frameworks, from the municipal level up. Simon is happy to be working in the energy space, and grateful to have the opportunity to work towards solutions that are mutually beneficial to stakeholders while advancing decarbonization.

Nate Constan, Energy Specialist

Nate Constan is an environmental professional with experience in the nonprofit and private sector. He is an experienced program manager, climate researcher, and environmentalist in the sustainable urbanism space. Nate's strengths include research analysis, project management, stakeholder engagement, and cross-cultural communication.



Nate graduated from the University of Washington with a B.A. in Environmental Studies and worked as a Research Fellow and Assistant at the Center for Environmental Politics, where he became a twice published co-author in Forbes for topics on tree equity and energy distribution inefficiency.

Prior to his work at EcoMotion, Nate was in the inaugural cohort of the California Climate Action Corps, where he advanced small and large-scale urban greening and urban forestry efforts in Northeast and South Los Angeles. Nate played a key role in outreach campaigns to disadvantaged communities through the Los Angeles Urban Forestry Master Plan.

Outside of work, Nate is the Operations Lead for the United States Green Building Council-California (USGBC-CA) Emerging Professional Committee and a Committee Member for the Green Roofs for Healthy Cities (GRHC) Emerging Professionals Committee. He is focused on nature-based solutions and sustainable infrastructure.

With a passion for sustainable urbanism and an understanding of the immigrant, Indigenous and Latinx perspective from a place of environmental equity, Nate is excited about projects that work to create more resilient, sustainable, and connected communities.

Tab C: References

Mountain View School District, 10 Solar Campuses

**Mountain View Elementary School District
10-Site Solar + Storage Feasibility Analysis, Procurement Support**

2021 - Present

EcoMotion routinely helps school districts in California to attain valuable solar deals. We firmly believe that for years contracts were signed that benefitted investors, not schools. Thus we bring our owner's rep service to schools, and work on their behalf to create maximum benefit so that savings go to schools' primary mission of education.

Mountain View School District had had a bad experience with a solar consultant. Its Board was not happy with this individual's lack of professionalism. After a year-long pause, EcoMotion was introduced to the Board and hired to serve as the District's owner's representative. Our independent analysis revealed great savings in going solar at MVSD's 10 campuses. The analysis excited the Board, the project got the green light, and ever since we have guided the District in selecting a suitable vendor. Currently two campuses are built with the others sequenced for implementation.

Darin Deknikker
Assistant Superintendent for Business Services
Mountain View School District
3320 Gilman Road
El Monte, CA 91732
(626) 652-4054
ddekknicker@mtviewschools.net

Ava Community Energy, 62 Resilient Buildings

Ava Community Energy

2021 - Present

Energy-Resilient Municipal Facilities

Ava Community Energy, formerly East Bay Community Energy, hired EcoMotion to frame up a portfolio of hardened municipal buildings in its service territory as we had done for Clean Power Alliance and in 35 member agencies' (33 cities and two counties) portfolios. For Ava, our team did deep dives into municipal facilities in Berkeley and Hayward, and supported assessments in Livermore and Pleasanton. We are currently supporting Ava with 62 sites slated for resilience – maintaining the sites' NEM2 status in preparation of microgrid construction and commissioning.

For Ava and then later for CPA as well, our engineering partner, Point Energy Innovations, a blue-chip San Francisco-based electrical engineering company, evaluated the condition of the electrical equipment on site, delineating the point of interconnection. For Ava, our structural engineering partner KPFF evaluated every rooftop site, checking conditions, estimating upgrades if needed, and signing off on each site with a written report. Same thing for roofing. Blues Roofing Company checked and reported on every roof that we deemed viable for our Ava resiliency works. Thus, in every case, we built an impressive dossier of facility information... fully informing proposers and thus making them sharpen their pencils for their proposed services.

Feliz Ventura
Resilience Programs Manager
Ava Community Energy
(510) 963 - 0210
fventura@avaenergy.org

Chula Vista Elementary School District, 49 Solar Campuses

Chula Vista Elementary School District hired EcoMotion in February 2019 to provide a comprehensive solar and storage feasibility study for each of its 47 campuses and facilities. In March 2020, the District was awarded bonding authority for the project that now includes a cutting-edge vehicle-to-grid resilience project. To frame up the project, EcoMotion did thorough assessments of how to cut each campus's bill by 90%. Our team analyzed interval bill data, SDG&E rate structures and time-of-use periods, and performed spatial and financial analysis of all sites plus two new campuses. At the end of the day, Engie was hired to install 8.1 MW of solar representing ~\$88 million in savings over 25 years.



In Chula Vista, EcoMotion spearheaded the effort to develop a request for proposal, to identify suitable firms for installation, and managed the procurement process. At this time, all systems are built and interconnected. EcoMotion is also serving as Del Mar Unified School District's solar consultant, having assessed each of its sites' solar and storage feasibility while coordinating with its two-campus construction schedule. And we're "back on campus" in Chula Vista, doing a comprehensive performance verification of the 49 campus project.

Mark Pong
Chief Financial Officer
Chula Vista Elementary School District
84 East J Street
Chula Vista, California 91910
(619) 425 - 9600

City of Santa Monica, California: Hundreds of Solar Installations

Solar Santa Monica Project Management

2006 – Present

The City of Santa Monica has enlisted EcoMotion's solar expertise for the past 17 years, helping to make it one of the greenest cities in the country. EcoMotion developed the Solar Santa Monica program in 2006 and has managed it for the City ever since.

Solar Santa Monica is a program that helps residents, businesses, schools, the college, and the City itself go solar. Our job has been to stimulate solar installations throughout the City. So far, solar capacity in City the has risen from 376 kW to well over 10 MW. We now provide resiliency, EV charging, and electrification advisory services there as well.

Over the years, EcoMotion has provided a breadth of services to the City — from household audits for solar and efficiency, to crafting stage legislation for a feed-in tariff, to providing testimony at the California Public Utilities Commission, and beating a steady drum advocating solar in the City. EcoMotion's solar financial analysis for Santa Monica solar sites now includes pairing solar with storage, and now, more and more, EV charging.

Elias Platt-Bermeo
Sustainability Analyst
City of Santa Monica
(310) 458 - 2201, ext 2526
elias.platte-bermeo@santamonica.gov

Capital Group Companies, Three Major Solar Arrays

Capital Group Companies

2008 – Present

Irvine, California; San Antonio, Texas, Carmel, Indiana

Capital Group Companies first hired EcoMotion in 2008. The result in 2010 was a 1 MW solar system. It was Orange County's largest at the time. The installation was at its campus in Irvine, CA, covering three parking garage decks. It achieved a 4.1- year payback.



Capital Group then retained EcoMotion to explore and help it become eligible for a new feed-in tariff program in San Antonio, Texas. That project was completed some years later in a conventional

behind-the-meter, net metered installation within the Central Public Service service territory.

In 2019 and thanks to a utility rule change, EcoMotion was back in Irvine, adding 1.6 MW on six major rooftops and a parking structure. That was completed in September, 2020. In 2023, EcoMotion supported the feasibility analysis for a 2.5 MW solar project at Capital Group's facilities in Carmel, Indiana. It is now built. In 2024, EcoMotion conducted a detailed system performance check for Phase 1 in Irvine and worked diligently to remedy a number of operational Phase 2 issues.

Kathy Dempsey, Vice President
Office Services and Property Management
Global Facilities Division
Capital Group Companies
6455 Irvine Center Drive
Irvine, California 92618
(949) 975 - 5507

Tab D: Experience and Qualifications

EcoMotion is an S-Corporation, incorporated in 2001, which has a history of promoting renewable energy, smart energy management, and climate protection. EcoMotion's President, Ted Flanigan, has spearheaded projects in the United States and overseas for 40 years. EcoMotion's managers are a strong team, integral to our successful work. We also maintain a consulting team of experts for select projects, one of whom we will call upon for this project.

EcoMotion has a track record of steering society toward a sustainable energy future and a reputation for getting things done. The company raises awareness and spurs efficiency gains and renewable energy investments that make sense. This takes many forms, from solar + storage spatial and financial analyses and project support to carbon neutrality advising and implementation support.

EcoMotion has an able staff, a prestigious consulting team, and a network of professionals in the "green space." We sustain our staff and offset our footprints through wellness days, subsidized mass transit, instruction in defensive driving, and flex time. We're a paperless company, drive hybrids and EVs, recycle, drink city water, and practice what we preach. EcoMotion is proud to be part of the thriving clean-tech and energy innovation economy.

EcoMotion was incorporated in 2001 and began operations in the current mode in 2006. Since then, we have provided planning services for a host of clients that range from cities, to

universities, to corporations. For seventeen years we have planned and managed the Solar Santa Monica program. For ten years, we have been the solar consultants for the LA Metro system, planning and prioritizing parcels and maintenance facilities for renewable energy deployment. We maintained an office in Palm Desert, California for several years to manage the Climate Action Planning for six cities and a tribe within the Coachella Valley Association of Governments. We maintained a Boston office for seven years, where we managed climate action planning for universities and schools in Massachusetts, Maine, and Virginia.

EcoMotion Clients

- Ava Community Energy, “hardening” municipal facilities
- Banning Unified School District, mediation
- Boston Architectural College
- Bryant University, Smithfield, Rhode Island – student programs, offsite solar feasibility
- Campbell Union High School District
- Campbell Union High School District, microgrid development
- Capital Group Companies, solar project management
 - Irvine Campus
 - San Antonio Campus
 - Carmel, Indiana Campus
- Central New Mexico Community College
- Centralia School District – eight campuses in Orange County
- Cenveo Corporation – a printing corporation that also leases unused space
- Charter Schools
 - Santa Rosa Academy, Menifee, CA
 - Palm Desert Charter Middle School
 - Sycamore Academy,
 - Los Angeles Leadership Academy
 - Gorman Learning Academy
- City of Chino, EV Charging
- City of Chino, PV system for Police Department
- City of Santa Monica
- Chula Vista Elementary School District, 49-site solar project, microgrid, V2G
- City of West Hollywood, supporting its new multi-family program, EV charging
- City of Brea, GHG and CAP
- City of Indio, GHG and CAP
- Clean Energy Collective – Colorado-based community solar developer
- Clean Power Alliance, municipal building microgrid development
- Coachella Valley Association of Governments, GHGs and CAPs

- City of Palm Desert
- City of Palm Springs
- Rancho Mirage
- Cathedral city
- Indio
- Desert Hot Springs
- Bythe
- Coachella Band of Cahuilla Indians
- Cypress School District, new construction solar development
- Dehesa School District, solar project development
- Del Mar Unified School District, 8 campus solar project
- EcoMedia
 - City of Miami, historic City Hall, solar system, efficiency upgrades
 - City of Long Beach, demonstration solar installation at Long Beach Airport
- Fallbrook Union School District, HVAC upgrades
- Fillmore Unified School District
- Fisher College, Boston, student engagement
- Fremont Unified School District
- Gateway Unified School District, 6 campus solar feasibility analysis
- Glendale Community College, fuel cell and solar analyses
- Irvine Ranch Water District, Microgrid Solutions financial third party analysis
- Jordan Wolfson, Copake New York, private solar development, 100 acres
- Kimco Realty, New Jersey Solar LLC Development
- La Canada Flintridge Country Club, energy master plan, solar system development
- Latitude 39 Resort, Lake Tahoe, sustainability conscience.
- LeFiell Manufacturing – an aerospace manufacturer, rooftop solar
- Los Angeles Unified School District
- Loyola Marymount University, energy master plan, carbon reduction pathways
- Los Angeles Metropolitan Transportation Authority, solar consultation, repairs, training
- Miami Academy of Science and Technology (MAST) carbon neutrality pathways analysis
- Millbrook School, New York, 1.78 MW ground-mount solar
- Mountain View School District, 10-campus solar
- Murrieta Valley Unified School District, comprehensive lighting retrofits, carbon analysis
- Orange Unified School District, 12 + 13 campus PPAs
- Panorama City Indoor Swap Meet, Reroofing and 476 kW ballasted bifacial system
- New York Yankees, Yankee Stadium, solar and storage analyses
- Park Century School, Los Angeles, solar and storage, EV charging design
- PermaCity Solar
- Plug In America, Board Meeting facilitation

- Poway Unified School District, Lighting, recommissioning controls, HVAC upgrades
- Rescue Union School District, 10-campus solar
- San Diego Community College District, energy management plan, GHG inventory, CAP
 - Mainspring Linear Generator tech assessment
- Saint Joseph's College, Main, GHG and CAP
- Saint Mark's School, student engagement
- Santa Rita Union Elementary School District, 6 carbon-free microgrids
- Savanna School District
- Scott Brother Dairy, Chino, 2.6 MW solar, 800 kW/2400 kWh storage
- Shenandoah University, Virginia, Greenhouse Gas Inventory and Climate Action Plan
- Solomon Clean Energy Partners, Director of Rural Electrification, Solomon Islands
- Thayer Academy, Braintree MA, student engagement
- U.S. Department of Energy, "SolSmart:" 8 South Bay cities; SBCOG, Solar Foundation
- Valley Indoor Swap Meet in Pomona, 650 kW rooftop, ballasted
- Warner Unified School District, Benefactor Investment Model Option R
- Wine Warehouse, rooftop solar evaluation
- Yucaipa Calimesa Joint Unified School District

Owner's Rep Services

Today, EcoMotion is squarely in the Sustainability Solutions business. We are an Owner's Representative for solar and storage, for cost and carbon savings as well as energy/climate resilience. EcoMotion helps clients strategize and optimize solar and storage benefits, frame up and get the best deal for robust renewable energy infrastructure.

Three EcoMotion projects paint a picture of our works: First, we were working for Kimco Realty, a New York based firm that owns 1,200 shopping malls across North America. Our job was to find the optimal sites for solar given solar insolation levels, state and local regulations, local market labor rates, etc. That resulted in three large, rooftop installations in New Jersey and the formation of a new business unit, Kimco Solar LLC. For LA Metro, we documented and analyzed hundreds of sites for solar, doing "deep dives" in 20+ sites, four of which are slated for a solar PPA. We have managed the Solar Santa Monica program for 13 years, providing advice and expertise to advance solar. Our team prioritized municipal sites there for resiliency, modeling levels of resilience given different critical loads and durations desired.

Here are some other examples and further explanation of our works:

Solar + Storage Services

EcoMotion has provided professional solar consulting services for all manner of configurations. We've done rooftop solar, ground-mount solar, solar-ports, and dual-axis tracking systems.



A favorite solar-port system that we developed is at the Cathay Bank headquarters in El Monte, California. There, with Gensler Architects, solar-ports cover 350 parking spaces, and our team earned a Los Angeles architectural award for the solar-ports' chevron design with clad steel and LED lighting.

The Suite of Solar + Storage Services

Project Planning

- Conceptual planning and design- aesthetics, functionality
- Management education- solar and storage incentives, technologies, industry trends
- Harvesting incentives, grants, tax credits, depreciation benefits

Site Analysis

- Rooftop analysis- condition, tilt, orientation, etc.
- Structural and roofing condition analyses
- 365-day shading analysis
- Glare analysis; review of adjacent parcels
- Ownership/use analysis and opportunities
- Helioscope solar system layouts
- Meter location and interconnection
- Energy storage location

Proposal/Project Review

- Technical equipment reviews and analysis
- Assistance with module, inverter, racking, conduits
- Bill analysis and rate structure offset, rate scenarios
- Net energy metering aggregation, and Virtual NEM
- Special conditions- local ordinances, CC&Rs, historical, SEC, FAA, etc.

Financial Analysis

- Solar production estimates

- Energy storage scenario planning
- Net cost analysis (incentives, tax credits, NEM)
- Verification of financial returns (Proprietary tools, Energy Toolbase software)
- PPA review of costs, terms, buy-outs, escalators. guarantees

Project Management

- Comprehensive service through design, engineering, and installation
- Request for proposal development and bid analysis
- Weekly project facilitation, reporting, flagging key issues
- Expert electrical third-party reviews, field inspections, quality control

Public Relations

- Ribbon cutting
- Press release
- Articles in trade journals
- Communications with employees and building occupants
- Photographic documentation throughout

PV System Maintenance

- Technical and rooftop trainings
- Management of system repairs

Inspections and Ongoing Monitoring

- Solar system inspections (utility and electrical)
- Third-party system monitoring
- Alarms and field recommendations

Quality Assurance / Quality Control (BTM and utility-scale)

- On-site system inspections, rooftop and utility-scale
- Thermographic imaging
- Performance verification / data analysis

Energy Resilience

While NCTCOG has not specifically requested resilience services, battery storage can be integral to the installation of useful solar systems which pencil out. When remuneration from energy exports is very low, it can be best to store electricity that would otherwise be exported, and call on it once the sun goes down, for instance. Instead of exporting energy during the daytime for a very low rate, and paying for more expensive utility electricity in the evening, you can hold onto the electricity you've already generated, and further limit the utility electricity you're

purchasing. Though it may not be a priority for NCTCOG to achieve energy resilience with Solar + Storage microgrids, we present this section to demonstrate our ability to work with battery energy storage systems too. The projects further described in this section each utilized solar + storage in their microgrids. We're of the opinion that an adequate feasibility assessment will necessarily investigate opportunities for battery storage, and we plan to conduct such analysis for NCTCOG.

One of the arenas EcoMotion works in is developing carbon-free microgrids, or energy systems that can operate in "islanded" mode when the grid goes down. These microgrids can operate not only independently, but indefinitely.

For us it's "old hat" as we have told the story many times: In early 2019, the six campus, carbon-free microgrid project EcoMotion developed in Northern California for the Santa Rita Union School District was interconnected and given permission to operate. With seven-hour battery capabilities, each campus was designed to island from the grid using a combination of solar (to cover each campus's entire load), significant storage, and controls.

The campuses can operate indefinitely in a carbon-free mode during prolonged outages. The systems were financed "at parity," where the annual cost to finance and operate the microgrids -- payments to the owner-operator -- equaled the prior annual utility cost to Pacific Gas and Electric.

Since developing six microgrids for the Santa Rita Union School District in Salinas, much of our work has been about energy resilience. We did extensive analysis and grant writing for the Campbell Union High School District to couple its impressive solar with resilience. EcoMotion also studied resilience for a number of Santa Monica facilities. And for our client in South LakeTahoe, we consulted on how to integrate resilience into high-end condos using both Power Walls and Vehicle Grid Integration for every unit.



For the past four years, EcoMotion has been immersed in analyzing municipal buildings and determining how to create carbon-free energy resiliency for another project. In 2020, EcoMotion was selected by Clean Power Alliance to develop energy-resilient facilities (microgrids) for each of its 32 member agencies. We've developed a portfolio of the best sites for carbon-free energy resilience. EcoMotion evaluated over 120 sites. In each case the EcoMotion team dug into facilities supported by structural engineers and roofing experts. Our team of solar experts found ways to decarbonize cost-effectively, building energy resilience

through solar and storage coupled with sophisticated controls. The portfolio currently stands at 11 sites. These will become carbon-free microgrids that will be able to operate indefinitely in the event of a long-term grid outage.

EcoMotion has been engaged in the same kind of work for Ava Community Energy. In partnership with Point Energy Innovations, our teams have done “deep dives” at sites in Berkeley and Hayward and desktop analyses in Livermore, Pleasanton, Oakland, San Leandro, Emeryville, and Fremont. Our job has been to determine how to make them carbon-free... and resilient... and to decarbonize as cost-effectively as possible. The first phase of projects there has grown from 31 to 62 municipal facilities with 10.2 MW under consideration.

Tab E: Technical Proposal

Energy Assessments

One of the first tasks that we routinely complete for interested clients is an energy assessment. How much energy is being used on site, or at each site? How many meters are there? What rate structure is being used? What is the likelihood of fulfilling that demand with solar? We begin by getting a clear understanding and granular look at a facility’s electric utility bills.

Interval Utility Data and Remote Review

EcoMotion starts by analyzing historical energy usage data at each site, including interval data, the value of energy used on a 15-minute basis for the year. We will also be collecting power bills to identify/clarify the rate structures and energy and demand charges. Our team will work closely with the host city – and/or the local government entity – staff to gather detailed energy profiles, including peak demand periods and overall kWh consumption. This data will help us understand the baseline energy needs.

Helioscope Spatial Modelling

At this stage of desktop review, our team uses satellite imagery to study potential shading obstacles and rooftop features, e.g., vents, HVAC equipment, and access stairways that might affect solar installation and performance. We assess the solar potential at each site, testing a number of possible layouts.

By inputting obstacles and refining applicable parameters, we forecast the arrays’ generation potential. The tool allows us to model the expected solar energy generation based on historical weather data and site orientation. It accounts for shading, and other losses, providing an

outlook at generation output for all 365 days of the year. With this knowledge, we model solar energy's impact and rough order of magnitude bill savings and ROI that it will generate.

On-Site Analysis

Next comes the physical site assessment. During these onsite visits, we'll visually assess areas that would be conducive to solar arrays, rooftop or otherwise. For roofs, we address condition, pitch, obstacles might be intrusive, and the height of parapet walls, for example.

Energy Efficiency Assessment

Each step in this process is documented with photos and videos, using a service called Fulcrum, for organized tracking of site details. Media acquired onsite is often sufficient for EcoMotion to later prepare requests for proposals, allowing for a less-costly transition from feasibility assessment to the procurement process.

Roofing and Structural Engineering

If a roof's condition is dubious, we highlight the need for repair or replacement. If an owner wants us to do so, we partner with roofing companies to carefully check conditions. In some cases, structural engineering is required to assure that a roof can handle the additional weight of solar.

Examination of Electrical Switchgear

Other elements of site visits include documenting electrical switchgear equipment, and assessing likely path of travel for electrical conduit. This gives us a much better sense of the costs associated with solar installation, and any additional challenges that site equipment or layout might produce.

Financial Analysis

EcoMotion is expert at providing cost-benefit analyses. This includes payback periods and return on investment.

Energy Toolbase Financial Analysis

We marry the Helioscope assessment with modeling on a platform called Energy Toolbase, another industry standard tool, which specializes in financial analysis. This process consists mainly of modeling electricity cost savings by inputting modeled solar power generation, and finding the cost of net consumption through the use of interval data and the proper electricity rate. We estimate likely solar system installation prices based on our experience in the market,

and see how they stack up against the price of utility power and estimated price escalations going forward.

Battery Energy Storage

Additional modeling will be done to assess the value of battery energy storage. Also using Energy Toolbase, we'll generate an instructive idea of the value proposition or added cost



associated with adding various amounts of battery storage to modeled solar systems. We can look at what the added savings might be if batteries of different sizes are paired with the systems and work with the city and the software to determine whether they would add value.

Incentives, Grants, Tax Credits

For whatever cities we serve, EcoMotion will serve as an advocate, scouring the regulatory and market landscapes for federal incentives, state incentives, and grants. We'll also look to see if there is non-government funding that might be available for solar projects.

We're currently acting as owner's representatives for the City of Chino for a 1.2 MW solar installation. We led the City through the solicitation process and helped it select a provider. Through this process we've helped to keep costs low, while gaining the commitment from the select contractor that the system would be built with sufficient domestically produced steel to boost the federal government's Investment Tax Credit from 30% to 40%.

Through this process, we also uncovered the fact that the site was in an "Energy Community" in 2023, as per the Inflation Reduction Act and therefore could qualify for an additional 10% tax credit or Direct Pay. This meant that if the City elected to buy the system, it would be eligible to receive one-half of the project cost from the government as a reimbursement under the Inflation Reduction Act's Direct Pay provision.

Solar Leasing vs. Ownership

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

Project Feasibility

At this stage in project development, the simple question has to be answered: Is the project feasible? Does the site make sense for solar and perhaps storage as well? Is the project within the zoning requirements and limitations? How about the project's economics? What about regulatory and potentially legislative changes? What risks does the project entail?

Feasibility Checklist

Risk Assessment

We have experienced many risks in our tenure working with solar power, from risks in the supply chain, to installation risks, operations, and insufficient maintenance. These will be presented in a direct and factual way for city officials' consideration.

- Supply Chain Risks
 - Lack of product
 - Higher cost for product
- Installation
 - Permitting delays
 - Concerns over tree removal
 - A pandemic strikes... how unlikely
 - Systems cause neighborhood glare issues
- Operations
 - Equipment failure
 - "Thermal events" aka fires
 - Faults, trips
- Maintenance
 - Human errors that cause faults and failures

Project Oversight and Quality Control

The project has made it through feasibility... It is feasible. EcoMotion helps with procurement support. A contractor is selected and put to work.

During design, permitting, and construction, EcoMotion serves in a project oversight and quality control capacity. Coordinating with our host city contacts/project managers, we will track the project(s) on behalf of cities and other clients, flagging issues, and working toward their speedy resolution.

Design, Permitting, and Compliance

EcoMotion has a long track record of tracking and facilitating permitting, making sure that the select contractor has secured all necessary permits, and working to identify and ensure regulatory compliance from the onset.

Ongoing System Operations Support

Monitoring / Performance Verification

For interested clients, EcoMotion is pleased to provide remote system monitoring. We gain access to each system's monitoring portal, track generation, address any discrepancies, and field alerts. EcoMotion serves in this capacity for LA Metro, also providing a detailed annual inspection and providing a detailed annual report of the portfolio.

Operations and Maintenance

EcoMotion has worked for Los Angeles Metro for over ten years managing solar system maintenance. We train Metro's Facilities Maintenance staff on routine solar maintenance... cleaning panels, checking inverters, and tracking system generation. More and more, EcoMotion is helping clients with aging solar systems. We're providing performance testing, remediation, and QA/QC work for both behind the meter and utility scale solar.

Troubleshooting and Repairs

For a number of city, school, and corporate clients, EcoMotion provides solar system troubleshooting services. For Capital Group Companies, this has involved remediation of a thermal event in Irvine. For a school district in Chula Vista, we are addressing vandalism and how to stem future incidents. For another school district, the work has involved a dispute over power factor, exacerbated by solar and thus solar is locked out by the local utility. Our most recent work has involved weeks of QA/QC and performance verification on a 10% random sampling of a 330 MW solar system.

Tab F: Pricing

EcoMotion welcomes the opportunity to be qualified to serve your member agencies. We will be at the ready, eager to provide our technical services to advance renewable energy projects that make sense.

Boosting the Commission to 4%

And, we will be pleased to pay the 2% commission to NCTCOG... in fact, we'll double it to 4%.

EXHIBIT 4 QUESTIONNAIRE

Please answer the following questions using this questionnaire. You may add pages or attachments where necessary but please number them to correspond with the questions you are answering.

5.1 Technical Specifications

5.1.1 Can you provide consulting services for energy assessments as described in Section 5.1.1? If so, please elaborate:

EcoMotion provides detailed energy audits of lighting, HVAC, other loads

EcoMotion can provide range of detail up to ASHRAE Level 3 Audits

~~Solar and storage, detailed spatial and financial analysis, energy resilience considerations too~~

5.1.2 Can you provide consulting services for site analysis as described in Section 5.1.2? If so, please elaborate:

Spatial for solar and storage, roofing condition, structural condition, electrical gear inspection

Evaluate conduit runs, location(s) of meter(s)

5.1.3 Can you provide consulting services for permitting as described in Section 5.1.3? If so, please elaborate:

Work with local jurisdiction having authority, city building department etc.

Ascertain if any unusual permitting is necessary, flood zone, heritage site, shading, tree cover, etc.

Coordinate with select contractor; facilitate process

5.1.4 Can you provide consulting services for installation oversight as described in Section 5.1.4? If so, please elaborate:

Periodic inspections throughout the construction period

Check racking, panel installation, wire management, DC and AC hook-up

5.1.5 Can you provide consulting services for financial analysis as described in Section 5.1.5? If so, please elaborate:

Yes we use Energy Toolbase for our financial modelling. With granular utility data, and site detail

Our team is able to model returns given system sizing, rate switches, presumed escalation rates

5.1.6 Can you provide consulting services for maintenance and troubleshooting as described in Section 5.1.6? If so, please elaborate:

Favorite topic! Work is led by Troy Strand, one of Southern California's noted and highly

regarded solar experts. Understands systems through and through and can spot issues and remedies.

5.1.7 Can you provide consulting services for solar lease analysis as described in Section 5.1.7? If so, please elaborate:

Solar leases are popular, though less so given the change to IRS tax credit rules that now all

For direct pay. We have lots of school and city experience with leasing, like the maintenance being

on the provider... the buyer only buying kiowatt-hours. (PS some like tax exempt leases for solar)

5.1.8 Can you provide consulting services for solar system ownership as described in Section 5.1.8? If so, please elaborate:

~~Ownership, the pathway to the greatest financial savings~~

Owners must put aside money for maintenance, and for 10-year inverter replacements

EcoMotion has recently vetted a dozen solar O&M providers in SoCal for clients

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5.1.9 Can you provide consulting services for feasibility as described in Section 5.1.9? If so, please elaborate:

Feasibility... the last step before decision-making! How feasible is a project... the space, the savings,

c

Can it be interconnected? Cleaned? Overall, does it pencil??

5.1.10 Can you provide consulting services for financial modeling as described in Section 5.1.10? If so, please elaborate:

Energy Toolbase Financial modelling... awesome tool to test various scenarios.

5.1.11 Can you provide consulting services for preliminary site and zoning analysis as described in Section 5.1.11? If so, please elaborate:

Recently worked on a project in New York State, only to find that the town's zoning was extremely

Restrictive given an invasion of utility-scale solar arrays recently installed, very unbecoming

EcoMotion has worked with zoning and other restrictions in New York, Florida, and California...

5.2 Project Related Experience and Qualifications

5.2.1 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.

Please see organizational chart in the attached formal proposal.

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

We provide energy resilience consulting services... the icing on top of solar and storage

If NCTCOG cities was help in developing carbon-free, resilient buildings... we can help.

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

None

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5.2.4 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 outside of Dallas/Fort Worth.

EcoMotion is a California-based firm. We will travel to perform site visits.

California location: 216 W Kenneth Road, Glendale, California 91202

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

California S Corporation, also a certified B Corporation

Incorporated in 2006, 18 years in business, especially proud of longstanding clients

City fo Santa Monica (17 years); Capital Group Companies (12 years); LA Metro (12 years)

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

We issue monthly invoices for tasks completed, with detailed highlights

Payments are due within a month; we not accept credit cards at this time

5.2.7 Include a list of at least five (5) similar contracts awarded within the last 5 years.

Chula Vista Elementary School District, 49-campus project from feasibility to performance validation

Clean Power Alliance, evaluation of 120+ buildings for solar, storage, financed resilience

Ava Community Energy, evaluation of 50+ buildings for solar, storage, financed resilience

City of Santa Monica, evaluation of 500+ homes, 100+ businesses, college, city facilities for solar

San Diego Community College District, energy master plan for this 100,000+ student district

5.2.8 Identify any contracts within the past three years that were terminated due to non-performance.

None

5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing.

Two years

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	10%
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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:	EcoMotion Incorporated		
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	
		North Central Texas COG members only	
	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. Yes	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:	EcoMotion Incorporated						
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td></td> <td>Will not serve nationally</td> </tr> </table> <p>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.</p> <p>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.</p>			Will service all fifty (50) states	Will not service fifty (50) states		Will not serve nationally
Will service all fifty (50) states	Will not service fifty (50) states						
	Will not serve nationally						
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. Yes	California	ALL					
6. Yes	Colorado	ALL					
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						

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21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32. Yes	New York	ALL	
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45. Yes	Vermont	ALL	
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

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 type="checkbox"/> Yes	Category 1: Energy Assessments
<input type="checkbox"/> Yes	Category 2: Site Analysis
<input type="checkbox"/> Yes	Category 3: Permitting and Compliance
<input type="checkbox"/> Yes	Category 4: Installation Oversight
<input type="checkbox"/> Yes	Category 5: Financial Analysis
<input type="checkbox"/> Yes	Category 6: Maintenance & Troubleshooting
<input type="checkbox"/> No	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.

10% discount applied to all labor

- 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, Ed Farnigan
(Name of certifying official)

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

Eco Motion
(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]
Signature of Certifying Official
President
Title
MARCH 13 / 2025
Date of Certification

Form 1734
Rev.10-91
TPFS

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

Title

Agency

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.

Ecomogon
Name of Organization/Contractor

[Signature]
Signature of Authorized Representative

TED FLANIGAN PRESIDENT
Printed/Typed Name and Title of Authorized Representative

MARCH 13, 2025
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.

Ecomorgan
 Name of Organization/Contractor

[Signature]
 Signature of Authorized Representative

TER FLANIGAN, PRESIDENT
 Printed/Typed Name and Title of Authorized Representative

MARCH 17, 2023
 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.

Ecomona
Name of Organization/Contractor

[Signature]
Signature of Authorized Representative

TED FLARIGAN, PRESIDENT
Printed/Typed Name and Title of Authorized Representative

MARCH 13, 2025
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.

