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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

Jones Lang LaSalle Americas, Inc.
 (“**Contractor**”)
with offices located at
2020 K Street NW
Ste. 1100
Washington, DC 2006

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:

Jones Lang LaSalle Americas, Inc.
Attn: Bryan Thomas
2020 K Street NW
Ste. 1100
Washington, DC 2006
(202) 719-5853
Bryan.thomas@jll.com

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

Name: Robert Anderson, Senior Vice President

Email: robert.anderson1@jll.com

Phone: (+1) 737-216-3373

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

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.

Jones Lang LaSalle Americas, Inc.

North Central Texas Council of Governments



3/18/2025

SignatureDate

Signed by:



3/28/2025

A4E72C1BEF0F426...

SignatureDate

Josephine Tucker

Printed Name

R. Michael Eastland
Executive Director

Americas Head of Energy Advisory and Sustainability

Title

APPENDIX A

Statement of Work

TAB A: Statement of Understanding

In 2023, Texas installed more than 6,500 megawatts of solar generation and currently has **nearly 35,000 megawatts**, enough to power more than four million homes. The state's solar capacity is expected to **grow to over 50,000 megawatts in the next five years**. Such growth will rank Texas first among all American states for solar production and solar use, enshrining Texas' place at the forefront of the innovative energy industry.¹

This rapid growth in solar capacity and demand in a short time period means Texas municipalities increasingly need to rely on strong advisory services to pick the most cost effective locations for on-site solar to deliver the greatest benefits to Texas residents and energy users. These advisory services expected by NCTCOG's TXShare members will include Energy Assessments, Site Analysis, Permitting and Compliance, Installation Oversight, Financial Analysis, Maintenance & Troubleshooting, and Other Ancillary Services.

The JLL Team understands the support NCTCOG requires and can perform tasks related to feasibility assessments, including energy assessments, site analysis, installation oversight, financial analysis, and other ancillary services, due to the experience gained from supporting numerous clients, including many in Texas. Our Team is not requesting to be considered for Permitting and Compliance or Maintenance & Troubleshooting due to that these services typically require professional engineers or certified specialists and sit outside the typical feasibility advisory task order.

In bringing a background not only in renewable energy but providing advisory services to public entities and higher education authorities, the TXShare members will find in the JLL Team a combined understanding of solar with the complexities and nuances involved when a government entity is interested in exploring on-site solar. Our Team knows that depending on the local energy market, utility practices, and regional energy regulations, the financial and technical advantages and disadvantaging in developing solar can vary from one area to another. JLL brings a tailored approach in solar energy consulting services depending on the client's unique needs, ambitions, and challenges.

Additionally, the JLL Clean Energy & Infrastructure Advisory team sits within Public Institutions, a division of JLL that was founded in 1999 to provide advisory services to public sector, non-profit entities, utilities, and higher education clients, understanding that public and non-profit clients needed advisors who were cognizant of the institutional needs, limitations and stakeholder requirements faced by the public sector in fulfilling their missions. Although PI's services also extend to supporting commercial clients, PI advises public sector entities on affordable housing, education, energy/renewable energy, transit, highways and crossings, water, infrastructure development, and related real estate services, utilizing cutting-edge technologies and devoting significant manpower to tracking market data to create a sophisticated, tactical model of research and analysis. JLL's research team also delivers intelligence and insight through market-leading publications and analytical services that illuminate today's commercial real estate dynamics, identify tomorrow's challenges and opportunities, and drive strategic recommendations.

Drawing from both our clean energy expertise and strong knowledge of public sector needs and the institutional requirements of working with municipalities, the JLL team will provide holistic and comprehensive feasibility study reports for on-site solar. Our approach is described in detail in Tab E Technical Proposal and will enable TXShare members to make well-informed and advantageous decisions on transitioning to solar power.

Upon selection, we are prepared to enter into a Master Services Agreement ("MSA") with NCTCOG to supply municipalities, counties, school districts and other governmental agencies with assistance to effectively help transition to solar power.

¹<https://seia.org/wp-content/uploads/2024/08/Texas-1.pdf>

Why The JLL Team



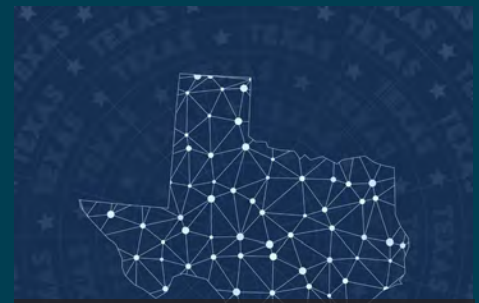
Local to Texas

Global firm with deep roots in the State of Texas, maintaining a market-leading position **with over 3,700 employees throughout Texas.**



Sustainability

JLL incorporates sustainability in every aspect of our business and is a **leader in clean energy advisory projects, including solar and renewable energy.** In 2021, JLL became the first real estate company to be recognized for aligning its net zero commitment with climate science. **JLL aims to be Net-Zero by 2040.**



Energy in Texas

Our team has conducted solar feasibility studies and assessments in multiple jurisdictions throughout Texas, bringing **deep knowledge of Texas energy market.**



Supporting Public Sector Clients

With a team of 1,400 professionals devoted to supporting public sector clients, JLL possess an awareness of the fundamental differences between the private and public sectors. We support clients nationally with their real estate needs, **including renewable energy for their real estate portfolios.**



Partnerships

JLL partners with the **best clean energy developers on distributed and utility scale solar energy projects,** regularly engaging with market participants to obtain current pricing estimates, gauge project interest, and obtain market insight, which we bring to our clients.



Implementation

The JLL Team understands what is required to successfully build projects. **When performing feasibility assessments, we view our work from a transactional perspective.**

TAB B. Key Personnel



Key Personnel on the JLL Team

Seasoned Project Manager with Proven Coordination: *Bryan Thomas, Senior Vice President* in JLL's Clean Energy & Infrastructure Group will be the direct point of contact and will provide executive oversight of the contract. In providing best-in-class services, JLL will employ a collaborative, organized, and rigorous process in the execution of this scope of work by bringing together the services of our firm to provide a roster of highly skilled and experienced professionals that NCTCOG's TXShare members can rely upon.

Gabriel Marty, Associate will support Bryan as the lead for **Renewable Energy Policy & Regulations** and serve as the primary analyst conducting due diligence and drafting of deliverables for solar feasibility studies. *Andrew Linowes, Vice President*, will serve as the **Renewable Energy SME**. *Jon Mollett P.E., Senior Associate*, as **Technical SME**, will provide the engineering and technical expertise for the assessment and evaluation of on-site solar energy solutions. *Josephine Tucker, Managing Director*, will perform executive oversight as the **Project Executive** and will provide guidance, quality control and market perspectives.

Our team has extensive experience in developing distributed clean energy infrastructure, renewable energy procurement, energy supply agreements, and Greenhouse Gas Emission analysis. The team has advised on numerous solar, wind, storage and microgrid transactions, both on- and off-site. Because of our work with large public sector clients and global organizations, the team routinely deal with complex stakeholder environments where information, procurement and financing authorities sits across multiple decision-makers. The team - particularly Bryan Thomas, Andrew Linowes and Gabriel Marty - regularly interact with developers who are likely to provide pricing estimates to JLL and may ultimately support NCTCOG's TXShare members with solar procurements.

The project team is structured to provide efficient, timely and cost-effective execution of the scope of work and to adapt to changes that may arise. Biographies detailing the skills and capabilities of the key team members are below while full resumes are provided in **Appendix A Resumes**. An organization chart is included in **Exhibit 4 Questionnaire**.



We shape the future of real estate for a better world

TAB B. Key Personnel

Bryan Thomas, PMP, LEED Green Associate

Project Manager

Senior Vice President at JLL, Bryan Thomas delivers comprehensive energy advisory services for the real estate portfolios of public and private sector clients, including in Texas. He conducts project financial due diligence for renewable energy, utility distribution systems, and various real estate asset classes. Mr. Thomas was a key member of a team seeking a single industry partner to integrate the energy delivery chain (commodity purchase, on-site generation, distribution, end-use efficiency and consumption) to cost effectively deliver reliable, resilient, and efficient energy to military installations.

- 20+ years energy experience, Senior Advisor for development and operations of solar projects.
- Supporting development of solar infrastructure at 10 stations for Washington Metro.
- Due diligence, solicitation development, partner selection and transaction support for public-private partnerships.
- Advised on energy transactions using innovative financing and delivery approaches.

Representative Experience: Senior Advisor to Army OEI for the development and operations of several solar PPA projects at Texas military installations. Led Solar on Landfill analysis for City of Waco, TX, and solar feasibility studies for North Texas Water Municipal District (NTWMD) and Texas State University.



Josephine Tucker

Project Executive

As Managing Director of the Clean Energy and Infrastructure Advisory Group and Global Head of Sustainable Infrastructure at JLL, Josephine Tucker advises public and commercial clients how to strategically invest in renewable energy to achieve sustainable outcomes for their infrastructure, individual assets and global portfolios.

- 16+ years of experience in energy, real estate and transportation planning and economic and financial analyses.
- Project Executive on solar project for Washington Metro and subject matter expertise on solar feasibility and siting for large-scale institutional and commercial clients, including stewardship of electricity and gas market modelling tools.
- Commercial due diligence on 10+ renewable energy projects, including large utility scale wind and solar.

Representative Experience: Advisor to Georgia Department of Transportation, State Fund of California and Brookfield Properties on making investment decisions around energy and sustainability as part of the transition into clean energy. Former special advisor to Infrastructure Australia.

TAB B. Key Personnel

Andrew Linowes

Renewable Energy SME

Vice President at JLL, Andrew Linowes leads EV transition and fleet electrification projects along with supporting commercial, civilian, Department of Defense, state, and local government clients in the identification, planning, execution, tracking, and measurement and verification of their energy portfolios. His areas of expertise include project finance, energy resilience, energy conservation measures, renewable energy, EV charging, and formulation of sustainability targets and execution plans.

- 14+ years in supply- and demand-side energy management and financing.
- Developed of over 250MW of new power generation, storage, EV charging, and microgrid assets.
- Feasibility analysis for third party financed and capital expenditure projects.
- Renewable and conventional energy project finance, EV infrastructure, energy conservation measures, and sustainability targets and plans.
- Leads cross disciplinary teams to achieve sustainability goals and targets.

Representative Experience: Leading EV analysis/strategy for WMATA, bus electrification for Prince Georges County Public Schools, bus electrification for Montgomery County, and electrification planning for the City of Cincinnati.



Jon Mollett, PE

Technical SME

Senior Associate at JLL, Jonathon Mollet, PE, brings 9+ years of experience providing project management on microgrid, photovoltaic solar, battery energy storage systems (BESS) and other renewable energy projects ranging from <5MW to >100MW. He has implemented power and energy infrastructure projects for major utility companies, large commercial clients, energy developers, and government customers.

- Feasibility analysis, development, and detailed design of distributed energy infrastructure projects, inclusive of renewable energy (solar PV and energy storage), microgrids, and power distribution.
- Served as Project Manager and Design Manager on development and execution of multiple solar projects and microgrids for the U.S. Army's Energy Resilience Conservation Investment Program (ERCIP).

Representative Experience: Project and Design Manager for the Fort Riley, KS Microgrid Project and Design Manager for the Fort Cavazos, TX Project. As a microgrid and clean energy technical advisor, supported multiple projects with the Department of Navy.

TAB B. Key Personnel

Matthew Komisarjevsky, PE

Renewable Energy Finance

Vice President at JLL, Mr. Komisarjevsky, PE has over 8 years of experience providing financial analysis, alternative delivery analysis, and due diligence services for large capital infrastructure projects, including transportation with a renewable energy focus. Prior to joining JLL, Mr. Komisarjevsky worked as a design engineer and then as a project manager for a global developer procuring large capital Public-Private Partnership (P3) projects throughout the United States, positioning him to understand what it takes to drive a project's success. His work included financial due diligence of potential partners, financial and cash flow analysis, financial modeling, analyzing grant and credit programs, and deal structuring of \$1 billion + projects.

- Supported several of the largest P3 projects in US.
- Professional Engineer (PE), New York (102283).

Representative Experience: Financial Advisor to Prince George County's bus fleet electrification and Montgomery County bus electrification.



Gabriel Marty

Renewable Energy Policy & Regulations

Gabriel Marty focuses on developing clean energy projects for commercial and industrial clients. His responsibilities include portfolio and project feasibility analysis, energy system modeling, financial analysis, regulatory assessment, RFP management and evaluation, and project implementation support. Previously, he supported the preparation of annual Greenhouse Gas Emissions (GHG) inventories for a Fortune 10 healthcare provider. Mr. Marty acquired extensive experience with energy and climate change policy and regulations as a delegate to the United Nations Framework Convention on Climate Change and as a sustainability analyst at the Embassy of France in the United States.

- 12+ years of public & private sector experience in energy, sustainability, and climate change.
- Performed feasibility assessments for over \$50M in solar and EV charging investments.
- Supports implementation of 20+MW of solar capacity.

Representative Experience: Analyzed technical, economic and regulatory feasibility for 2.4 MW carport solar for Ally Financial in Florida and 2.5 MW rooftop solar for Milwaukee County in Wisconsin. Supporting the adoption and implementation for a 2.57 MW on-site solar PPA for Collins Aerospace in Illinois, a 4.4 MW carport solar for a large healthcare provider in Minnesota, and 13.9 MW of rooftop and ground-mount solar for W.W. Grainger in California and Illinois.

TAB B. Key Personnel

Shreya Kabra

Renewable Energy Analyst

A graduate of the University of Texas at Austin, Ms. Kabra is an Analyst in the JLL CE&I group and supports corporate sustainability and implementation of supply chain programs to reduce greenhouse gas emissions in manufacturing activities. In her role, she works towards the development and implementation of sustainable infrastructure solutions regarding electric vehicle (EV) transitionning, EV charging infrastructure, renewable energy infrastructure, and energy resilience. Her responsibilities include market research, data analysis, financial modeling, and assessing feasibility of various clean infrastructure options through software tools.

- 2+ years in clean energy and climate action projects for corporate supply chains and public sector clients.
- Experience in data analysis and management of energy usage and greenhouse gases for a large apparel and footwear company based in Beaverton, Oregon.
- Supporting the fleet electrification and charging infrastructure planning for the City of Cincinnati, Ohio.

Representative Experience: Supporting the fleet electrification and microgrid implementation for the City of Palmdale, California and City of Cincinnati fleet electrification.



Sean Lepo

Renewable Energy Associate

Sean Lepo specializes in energy modeling and financial feasibility assessments for public and private sector clients. One of the more notable clients, the Office of Energy Initiatives (OEI), Sean worked extensively with across numerous installations to aid in the development of over 50+ MW of renewable energy assets such as Solar PV, Wind Turbines, and Battery Energy Storage Systems (BESS). His responsibilities encompass financial analysis, utility bill analysis, market research, and preparing project feasibility reports.

- 3+ years in clean energy and sustainability focused projects for commercial and industrial clients.
- Supporting Prince Georges County School District on their conversion to electric school buses with supporting microgrid infrastructure.
- Analyzed the financial feasibility and ROI of over 50+ MW of renewable energy assets for Army Installations.

Representative Experience: Advising Washington Metro in the implementation and strategic deployment of EV charging at Metro's parking lots, and Prince George County's Bus Fleet Electrification.

TAB C. References



Client References

While references are listed in the table below along with relevant scope task areas performed, full details of the projects are included in the detailed case studies under **TAB D – Project Related Experience and Qualifications**. JLL is not requesting to be considered for Permitting and Compliance or System Maintenance & Troubleshooting services, which are excluded from the table.

TABLE 1. JLL REFERENCES

Project Name, Client, Reference Information	Energy Assessment	Site Analysis	Installation Oversight	Financial Analysis	Solar Lease Analysis	Solar System Ownership	Feasibility	Financial Modeling	Preliminary Site and Zoning Analysis
U.S. Army Office of Energy and Sustainability (multiple projects) Robert Hughes 813-843-8395 Robert.B.Hughes48.civ@army.mil	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Waco, TX, Landfill solar feasibility assessment Chuck Dowdell (254) 750-5640 charlesd@wacotx.gov	✓	✓	✓	✓	✓	✓	✓	✓	✓
North Texas Municipal Water District (NTMWD) Solar Feasibility Assessment Study Scott Puckett (469) 626-4322 spuckett@NTMWD.COM	✓	✓	✓	✓	✓	✓	✓	✓	✓
Washington Metropolitan Area Transit Authority (WMATA) Comprehensive Solar Development Plan Dan Lee (202) 962-5274 Dalee1@wmata.com	✓	✓	✓	✓	✓	✓	✓	✓	✓
Texas State University Solar Project Eric Algoe (512) 245 2244 ealgoe@txstate.edu	✓	✓	✓	✓	✓	✓	✓	✓	✓

TAB D. Project Related Experience and Qualifications

Firm General Qualifications

JLL is a publicly traded Fortune 500 professional services and investment management firm offering specialized real estate services to clients seeking increased value by owning, occupying, and investing in real estate. With \$20.9 billion in annual revenue as of December 2023, JLL operates in 80+ countries from more than 1,700 locations worldwide with more than 400 corporate offices—including 96 in the United States. Since the firm's origin tracing back to the late 1700s, our commitment to ethics and excellence has helped us grow to approximately 108,000 employees worldwide, including more than 36,000 professionals in the U.S. alone, providing broad capabilities and local expertise to deliver comprehensive, integrated advisory services locally, regionally, and nationally.

As a premier end-to-end facility management firm with over 5.4 billion total square feet managed in our advisory portfolio, JLL recognized early on that helping occupiers and investors to realize the positive impact of sustainability on their brand, workforce, financial statements, and their environment were key to their success. As such, we have grown our **Clean Energy & Infrastructure Advisory (CE&I) practice to specialize in finance, transaction and advisory services covering a range of clean energy technologies in the built environment, including solar, microgrid, fleet electrification, EV charging, and other energy services.**

JLL's energy services include renewable energy procurement, strategy, reporting, ratings and certifications, audits and assessments, engineering design and program management. For over a decade, JLL has advised clients on renewable energy projects representing more than 10 GW of capacity – enough to power nearly 3.8 million homes. Our involvement with clean energy dates back to 2006 when we helped stand up and continue to manage the Department of Energy's Loan Program Office (LPO), which provides loans to the renewable energy industry. To date, LPO-financed projects have helped the United States avoid more than 60 million metric tons of carbon dioxide emissions, the production of four million electric vehicles, and generate 73,473 gigawatt hours of electricity.

JLL provides comprehensive clean energy infrastructure solutions, from conducting on-site energy audits to assessing the credit risk of a clean energy innovator, from developing energy resilience solutions to assessing the feasibility of on-site solar and negotiating off-site physical solar power purchase agreements. As a result, we have collaborated with more than 300 organizations to tackle pressing energy infrastructure project finance and implementation challenges. Our experience spans the complete infrastructure lifecycle, from strategic planning, financing, and negotiating agreements to delivering and managing hard assets, for individual sites and across entire real estate portfolios. We partner with organizations to finance, plan, execute and manage large-scale infrastructure initiatives encompassing intricate funding structures and multiple stakeholders, including federal, state, and local government, private sector companies and community advocates.

Solar at JLL

Since 2013, JLL has completed numerous solar feasibility studies for both public sector and commercial clients. Notably, we have been conducting feasibility studies at most stateside U.S. Army installations, including Texas installations Fort Cavazos, Fort Bliss, and Red River Army Depot. We are focused on providing detailed and unbiased results that lead to informed client decisions.

TAB D. Project Related Experience and Qualifications



Typical of the solar assessment experience we can bring to NCTCOG is the solar feasibility and implementation we completed for the Washington Metropolitan Area Transit Authority (WMATA). Our feasibility study covered multiple locations involving parking lots and garage top solar canopies. WMATA elected to move forward with six of the sites covered in the study. Adventist Health, a nonprofit integrated health system serving more than 80 communities, provides another example of where JLL performed feasibility studies at multiple locations. We worked with the healthcare company to conduct on-site solar energy at campuses across California and Hawaii that ultimately led to transactions at 14 locations providing first year savings of approximately \$1 million across their hospital sites with installed solar.

Supporting the Public Sector

JLL's CE&I practice is part of JLL's Public Institutions (PI) Group, which focuses on advisory services to public sector, non-profit entities, utilities, and higher education institutions. Although our team's services now also extend to supporting commercial clients, PI advises public sector entities on affordable housing, education, energy/renewable energy, transit, highways and crossings, water, infrastructure development, and related real estate services. At JLL, we invest in cutting-edge technologies and devote significant manpower to tracking market data to create a sophisticated, tactical model of research and analysis. JLL's research team delivers intelligence and insight through market-leading publications and analytical services that illuminate today's real estate dynamics, identify tomorrow's challenges and opportunities, and drive strategic recommendations.

The **PI Group has more than 2,000 professionals and has successfully advised more than 250 nonprofit institutions along with over 250 public entities at the federal, state, and local levels.** JLL's PI Group is unique in that we provide independent and multi-disciplinary advice to public entities across the entire project life-cycle, from conceptualization and analysis to implementation and governance/oversight.

We strive to match our capabilities with an award-winning culture of ethics, inclusion and excellence—we were named among the world's most ethical and sustainable companies, one of the best companies for diversity, and recognized for our commitment to gender equality and inclusion. We value these honors in that they reflect our goals and values as a firm.



TAB D. Project Related Experience and Qualifications



Experience

At JLL, we understand how to translate sustainability and renewable energy goals into actionable projects. In this section, we describe our industry experience and technical expertise in delivering the range of solar services expected by NCTCOG.

City of Waco Landfill Solar Feasibility Assessment



Client: City of Waco, TX

Project Dates: 2023-2024

Relevant Scope Areas:

- Energy Assessment
- Site Analysis
- Installation Oversight
- Financial Analysis
- Solar Lease Analysis
- Solar System Ownership
- Feasibility
- Financial Modeling

Scope of Work: The City of Waco wanted to conduct a feasibility study of the economic performance, environmental resiliency, sustainability and social benefits of a landfill solar farm at three inactive landfill sites. The city is interested in evaluating the feasibility of solar PV with the eventual hope of incorporating the asset into a larger microgrid project composed of solar and waste to energy project.

Process: JLL scored various landfill solar designs against existing market conditions. The landfill site evaluation included:

1. Evaluating the stability and integrity of the landfill and determine potential impacts of solar may have on the landfill conditions.
2. Evaluating the cover of the landfill and the ability to construct or incorporate solar based on its condition.
3. Assessing the gas management system and the impact that the incorporation of solar may have on the release of methane gas.

JLL also evaluated the electrical interconnection requirements with the site's serving utility and assessed the feasibility of connecting the solar installation to the grid. The JLL team designed an indicative solar array layout using an industry standard software called Helioscope – a cloud-based solar project design and energy modeling platform – to estimate the solar system sizes. Based on the landfill conditions, JLL identified the acreage that is suitable for incorporation. Based on the potential designs and footing scores performed in the Landfill Analysis, JLL then estimated the optimal size and characteristics.

Outcomes: The team visited the three landfill sites, produced a site visit report, and performed the technical assessment which included evaluating the condition of the landfill, designing the solar array as well as determining preliminary costs based on project sizing and interconnection considerations. JLL then performed an economic analysis to include evaluating the various ownership options as well as the operational structure. Of the sites that Waco selected, there is minimal electrical load for the site to offset with behind the meter Solar. To increase attractiveness of the investment and reduce capital costs, JLL evaluated other options such as Community Solar or engaging with the Retail Electric Provider (REP) to understand their interest in owning and operating the potential project.

TAB D. Project Related Experience and Qualifications

North Texas Solar Feasibility Assessment Study



Client: North Texas Municipal Water District (MTWMD)

Project Dates: 2023-2024

Relevant Scope Areas:

- Energy Assessment
- Site Analysis
- Installation Oversight
- Financial Analysis
- Solar Lease Analysis
- Solar System Ownership
- Feasibility
- Financial Modeling

Scope of Work: The North Texas Municipal Water District (NTMWD) provides vital wholesale water, wastewater and solid waste management services to more than two million people in the North Texas region. NTMWD has numerous municipal water and waste facilities scattered around North Texas with a large real estate footprint. With the recent volatility within the Texas energy market, NTMWD was looking to reduce operational costs through the procurement of on-site solar or the monetization of land assets through a direct purchase, PPA, or a lease to a project developer.

Process: JLL completed a solar feasibility study involving seven sites. JLL assessed options to reduce operational costs or monetize the solar potential at NTMWD facilities and analyzed various ownership structures to determine the best approach to maximize the value from these projects. Key factors of JLL's plan included:

Perform a technical review to understand the characteristics of each NTMWD site and estimating the optimal solar hosting size. The technical assessments included estimated optimal size of solar array(s), evaluation of solar array location(s) (i.e., ground or roof-mounted), and potential risks and obstacles to successful project implementation.

Perform financial assessments including estimated total installed array cost at each site, estimated annual energy cost savings at each site, estimated financial return at each site, evaluation of different operational strategies (e.g., (a) own and operate, own and out-source operations, outsource entire project ownership and operation in exchange for advantageous power purchase agreement (PPA) rate, and other innovative financial arrangements), financial modeling to compare value of PPA options, fully loaded annual cost of electricity at each site that accounts for solar plus conventional energy consumption, and evaluation of Renewable Energy Credit (REC) values and considerations to sell, swap, hold, etc.

In addition to the economic benefits, JLL will consider the qualitative factors such as budget flexibility that different procurement and ownership options provide.

Outcomes: JLL performed an evaluation of the site utility tariffs, consumption profiles, and completed a sizing analysis to maximize the amount of solar that could potentially be sited on the available land and rooftops. The feasibility study determined that NTMWD would not save money from solar due primarily its already low power prices. As a result, NTMWD elected not to proceed with solar installation.

TAB D. Project Related Experience and Qualifications

Texas State University Solar Project



Client: Texas State University

Project Dates: 2022-2023

Relevant Scope Areas:

- Energy Assessment
- Site Analysis
- Installation Oversight
- Financial Analysis
- Solar Lease Analysis
- Solar System Ownership
- Feasibility
- Financial Modeling

Scope of Work: Texas State was interested in leasing 160 acres of land for the purpose of a grid facing solar project designed, owned, and operated by a solar developer. In-lieu of cash rent, the University plans to negotiate for in-kind consideration for the development of a Smart Energy and Utility Lab at no cost to the University and receive renewable energy credits to offset the University's electric consumption with certified green power. JLL was brought on as the University's transaction advisor for the project.

Process: JLL performed initial market research on project viability based on solar offtake and interconnection timelines to determine preliminary interest in a grid facing project within the region. JLL completed a site visit to perform a site evaluation, engage with the key stakeholders, reviewed multiple RFP drafts and provided an estimated timeline for the project.

The University will not serve as an offtaker of the solar power the selected developer produces. This requires the developer to send power to the grid, potentially making the transaction more complicated and time consuming. The primary form of lease in kind consideration is the delivery of the Smart Energy and Utility Lab. This requires a solar developer to team up with a commercial builder capable of constructing the lab. Although the construction of the lab is not difficult, solar developers are not used to having the requirement to coordinate development of non-solar related development activities. This reduces the number of solar developers willing to pursue this project. To address this challenge, JLL conducted market sounding with a number of developers to confirm their willingness to meet the University's in kind consideration requirements before going to market.

Outcomes: JLL supported the development of the RFP and evaluated proposals. The University discovered that the in-kind consideration offered by developers was insufficient to fully develop the Smart Energy and Utility Lab and the project is currently on hold as the University seeks alternatives to financing the lab.

TAB D. Project Related Experience and Qualifications



Renewable Energy at Fort Cavazos



Client: U.S. Army Office of Energy Initiatives, Fort Cavazos, TX

Project Dates: 2014-2024

Relevant Scope Areas:

- Energy Assessment
- Site Analysis
- Installation Oversight
- Financial Analysis
- Solar Lease Analysis
- Solar System Ownership
- Feasibility
- Financial Modeling

Scope of Work: Fort Cavazos (formerly Fort Hood) is a key U.S. Army installation which indicated interest in obtaining a large portion of their electricity from on-site generating carbon-free sources, utilizing third-party financing to eliminate the need for up-front capital.

Process: JLL assessed local regulations and incentives, the demand profile of the installation as well as technology options to determine that a combination of off-site and on-site PPAs would meet the decarbonization needs of the installation at the lowest cost. JLL supported the OEI in the development of a Request for Proposal and an evaluation of each developer proposal. JLL advised the U.S. Army on developer selection and assisted in the negotiations of key terms related to the financing and operations of the project. JLL also supported contract modifications, including renovation requests, changes in scope and project restructurings.

Outcomes: The final solution resulted in a PPA hybrid project consisting of a 50 MW off-site wind farm combined with a 15 MW solar array “behind-the-meter” on the U.S. Army’s property. This project provides the installation with over 50% of its electricity from carbon-free sources. JLL continues to monitor project performance and support remediation of issues related to operations and maintenance of the contracts and solar array.

TAB D. Project Related Experience and Qualifications

U.S. Army Office of Energy Initiatives



Client: U.S. Army Office of Energy Initiatives, Multiple Locations, USA

Project Dates: 2014-2024

Relevant Scope Areas:

- Energy Assessment
- Site Analysis
- Installation Oversight
- Financial Analysis
- Solar Lease Analysis
- Solar System Ownership
- Feasibility
- Financial Modeling

Scope of Work: The U.S. Army Office of Energy Initiatives (OEI) was established as a program management office to facilitate the development of privately financed, large-scale energy utility projects - including renewable energy, energy storage, and microgrids - to enhance energy and water sustainability and resiliency. Since 2014, JLL has provided support to the OEI in shaping public-private ventures that involve complex real estate and financial transactions on U.S. Army installation property. JLL's contract ended in June 2024 but expects to support OEI again starting in January 2025.

Process: JLL led portfolio-wide investment prioritization activities; evaluating utility consumption, procurement strategies, investment risk (e.g., merchant, operational, execution), real estate availability and relevant utility regulations. This approach is used to identify viable energy projects at priority sites that would achieve a balance of meeting site goals while generating enough interest from third parties. JLL engages key stakeholders throughout the land approval process, manages the solicitation, drafts RFPs, evaluates proposals and assists in the negotiations of key business terms.

Outcomes: JLL evaluated energy opportunities across 128 sites and conducted due diligence through market research of federal/state incentives, technology assessment, project sizing and determining market interest. This has resulted in the development of 11 on-site large-scale energy projects with a combined capacity of over 325 MW that leverage third-party investment to support the Army's clean energy and resilience goals. JLL has also supported the office in identifying viable Green Tariff opportunities with regulated utilities to comply with Executive Order 14057.

TAB D. Project Related Experience and Qualifications



Comprehensive Solar Development Plan



Client: Washington Metropolitan Area Transit Authority (WMATA)

Project Dates: 2019-Present

Relevant Scope Areas:

- Energy Assessment
- Site Analysis
- Installation Oversight
- Financial Analysis
- Solar Lease Analysis
- Solar System Ownership
- Feasibility
- Financial Modeling

Scope of Work: The Washington Metropolitan Area Transit Authority (WMATA) is one of the largest transit agencies in the U.S. with an average of 626,000 passengers on weekdays. WMATA required support for the structuring and procurement process of its proposed solar array. After an unsuccessful solar power procurement, WMATA retained JLL to advise on reducing regional carbon emissions while creating a revenue stream to support its transit mission.

Process: JLL developed a five-phase approach to identify key objectives and accomplishments for each phase and to provide WMATA with off-ramps if the project did not adequately address its goals and objectives. JLL assessed options to monetize the solar potential at WMATA parking facilities and analyzed alternative financing and ownership structures. The analysis determined that the best approach was a developer owning the solar arrays and sharing its revenues with WMATA. JLL then performed a technical review to understand the characteristics of each site and estimated the number of panels each site could accommodate. The team created a business case and recommendations for developing solar projects on WMATA's parking facilities. JLL also drafted the RFP, evaluated, and ranked proposals and assisted with negotiating the agreement with the owner, SunPower Corp., and Goldman Sachs Renewable Power. This process aimed to optimize power-generation opportunities, maintain safe transit operations and generate revenues for WMATA while offering attractive terms for the solar developer.

Outcomes: JLL helped secure a developer commitment to install photovoltaic panels on garage rooftops and solar canopies at four transit stations at no cost to WMATA. Once complete, the project will collectively span about 15 acres, generate approximately 9.2 MW of solar energy with the capacity to power at least 1,200 single-family homes. All but one site has completed construction with the last site expected completion in Q4 2024.

TAB D. Project Related Experience and Qualifications
**On-Site Solar Energy
Feasibility Assessment**


Client: Milwaukee County, WI

Project Dates: 2023-2024

Relevant Scope Areas:

- Energy Assessment
- Site Analysis
- Installation Oversight
- Financial Analysis
- Solar Lease Analysis
- Solar System Ownership
- Feasibility
- Financial Modeling

Scope of Work: Milwaukee County Fleet Management was interested in evaluating the feasibility of installing a large-scale solar photovoltaic system at its Central Fleet Garage site. This feasibility study also needed to account for the County plans to install EV charging equipment, which were underway.

Process: To inform the system modeling effort, JLL collected and analyzed available building information such as satellite imagery and building blueprints while also conducting staff interviews. JLL then performed preliminary system modeling of the potential rooftop solar PV system using Helioscope. The assumptions were later refined and updated based on the information collected during a site visit.

During the site visit, JLL inspected the building roof and the parking lots to determine constraints & limitations that could impact the amount of installed solar. JLL also determined the available capacity of existing site electrical infrastructure and identified the location of the likely Points of Interconnection to the electric grid and conducted a roof structural assessment. JLL modeled and conducted financial feasibility analysis for several scenarios, including a Business-As-Usual scenario, an Export-Only Solar Scenario (where all solar generation would be exported to the grid), and a Site Use Only Solar Scenario (where all solar generation would be used behind-the-meter). The expected avoided greenhouse gas emissions were also calculated.

Outcomes: JLL recently presented the results to Milwaukee County. The County has expressed interest in moving the project forward and is currently in the process to of exploring funding options.

TAB D. Project Related Experience and Qualifications



Renewable Energy solution for hospital portfolio



Client: Multiple locations, HI and CA

Project Dates: 2018-Present

Relevant Scope Areas:

- Energy Assessment
- Site Analysis
- Installation Oversight
- Financial Analysis
- Solar Lease Analysis
- Solar System Ownership
- Feasibility
- Financial Modeling

Scope of Work: Adventist Health was looking for a site-by-site strategy to implement renewable energy solutions for its diverse portfolio of hospitals. The hospitals are scattered across multiple locations with each one having site-specific decision-makers, leadership councils, and projected real estate strategies.

Process: JLL reviewed the portfolio of sites owned by Adventist Health and identified over 20MW of on-site solar energy potential. JLL developed a robust business case for the investment, integrating different regulatory environments and incentives, pricing modeled under different ownership scenarios, indicative pricing from market participants, and stakeholder feedback from across the organization. After gaining executive support from the Chief Business Officer and performing the detailed financial analysis required to receive finance committee approval for lease and PPA agreements, JLL ran a competitive bid process for Adventist Health to find the right partner to develop the renewable energy projects across multiple sites, establishing Adventist Health as a healthcare sector leader in renewable energy.

Outcomes: JLL completed feasibility assessments and supported execution of PPAs for seventeen healthcare campuses across California and Hawaii; achieving \$1 million in year one savings. JLL continues to support Adventist Health in project execution, remedying critical path construction issues and advising on contract revisions to ensure success throughout a multi- service, ten-year agreement.

TAB E. Technical Proposal

Exhibit 4 Questionnaire

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:

The JLL team can provide these consulting services. Energy Assessments require a comprehensive understanding of current and future facility energy usage, with or without solar installed, and they are the first step we take to determine potential savings with solar energy. Understanding existing utility tariffs, net metering rules, and local incentives is necessary to identify how solar will impact the existing usage patterns and how this will contribute to energy savings.

To gain a holistic understanding of energy usage, JLL will collect data from the client and the electric utility servicing the site, including:

- The client's energy goals;
- The relevant site's utility bills, showing electricity consumption and demand, at a minimum over twelve consecutive months and ideally over a three-year period;
- The site's current electric utility tariffs;
- The electric utility's tariffs and conditions regarding solar operations and sale of solar generation to the grid;
- The electric utility's rules regarding interconnection to the grid.

The JLL team will use this data to assess the site's current energy use case. The assessment process will allow us to develop the baseline business-as-usual case which will be similar for all municipalities. However, determining the impacts after installing solar will be unique, primarily because of the difference in tariffs that apply to the many municipalities.

Careful tariff analysis is a task JLL excels in, ensuring that the impact of solar on electricity bills is accurately captured. The JLL team will complete the Energy Assessment (5.1.1) and the Site Analysis (5.1.2) in conjunction as these two activities are interconnected when determining the techno-economic feasibility of installing on-site solar. The objective of an Energy Assessment and Site Analysis is to determine the optimal on-site solar capacity that will maximize monetary savings and revenue, if such financial opportunities exist.

With this objective in mind, the JLL team will gather insights and answer the following questions from the data collected:

- What is the maximum solar capacity that the site can realistically support (as determined in Section 5.1.2)?
- What is the solar capacity required to offset the maximum share of the site's energy consumption and load?
- What are the rules and limitations set by the site's servicing electric utility governing the sale of solar generation to the grid (e.g. net metering)?
- How is the client compensated when the solar produces more power than is needed at the site?

Clients can realize monetary savings and benefits from reducing the amount of power purchased from its utility provider and from exporting excess solar generation back to the local grid. JLL will analyze various utility tariffs - including the

TAB E. Technical Proposal

current tariffs and others that the site may be encouraged or required to switch to once solar is installed - to calculate the value of electricity sold to the grid at specific times and days, accounting for potential limits on the quantity of electricity that can be sold to the grid and on how much capacity can be interconnected to the grid. JLL will determine the client's business-as-usual costs by analyzing historical utility bills and then compare to the costs of scenario(s) incorporating solar. Reducing electricity purchased from the utility, especially during peak demand hours, may also help reduce demand charges that sometimes represent a sizable portion of a utility bill. JLL can determine the potential impact with a careful review of the utility tariffs and the site's load profile.

Upon completion of the energy usage and site analysis, JLL will assess various scenarios in our Financial Modeling (further discussed in 5.1.10) to determine the optimal system size and its corresponding cost savings.

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

The JLL team can provide these consulting services. To perform a technical assessment of the client's site for on-site solar feasibility, JLL will collect the following information for each site:

- Site ownership status (owned or leased);
- Property limits & existing land-use restrictions;
- Orientation and condition status of the expected hosting area (i.e. roof, parking lot, landfill, or greenfield site);
- Identification and measurement of obstacles and shading sources in the expected hosting area (e.g. HVAC systems, roof skylights and openings, trees);
- Physical proximity and potential obstacles to the grid's points of interconnection;
- Interconnection constraints (e.g. utility transformer capacity);
- Existing on-site electrical infrastructure (e.g. sizing and availability of the main distribution panel)
- Other technical information and data as needed.

JLL can conduct much of the Site Analysis utilizing desktop tools such as publicly available satellite or street-level imagery (e.g. Google Earth, Google Street View). However, JLL finds it preferable to conduct a site visit for each facility the client is considering for solar energy, complementing publicly available and client-provided data with first-hand data collection, providing a more comprehensive understanding of the site characteristics.

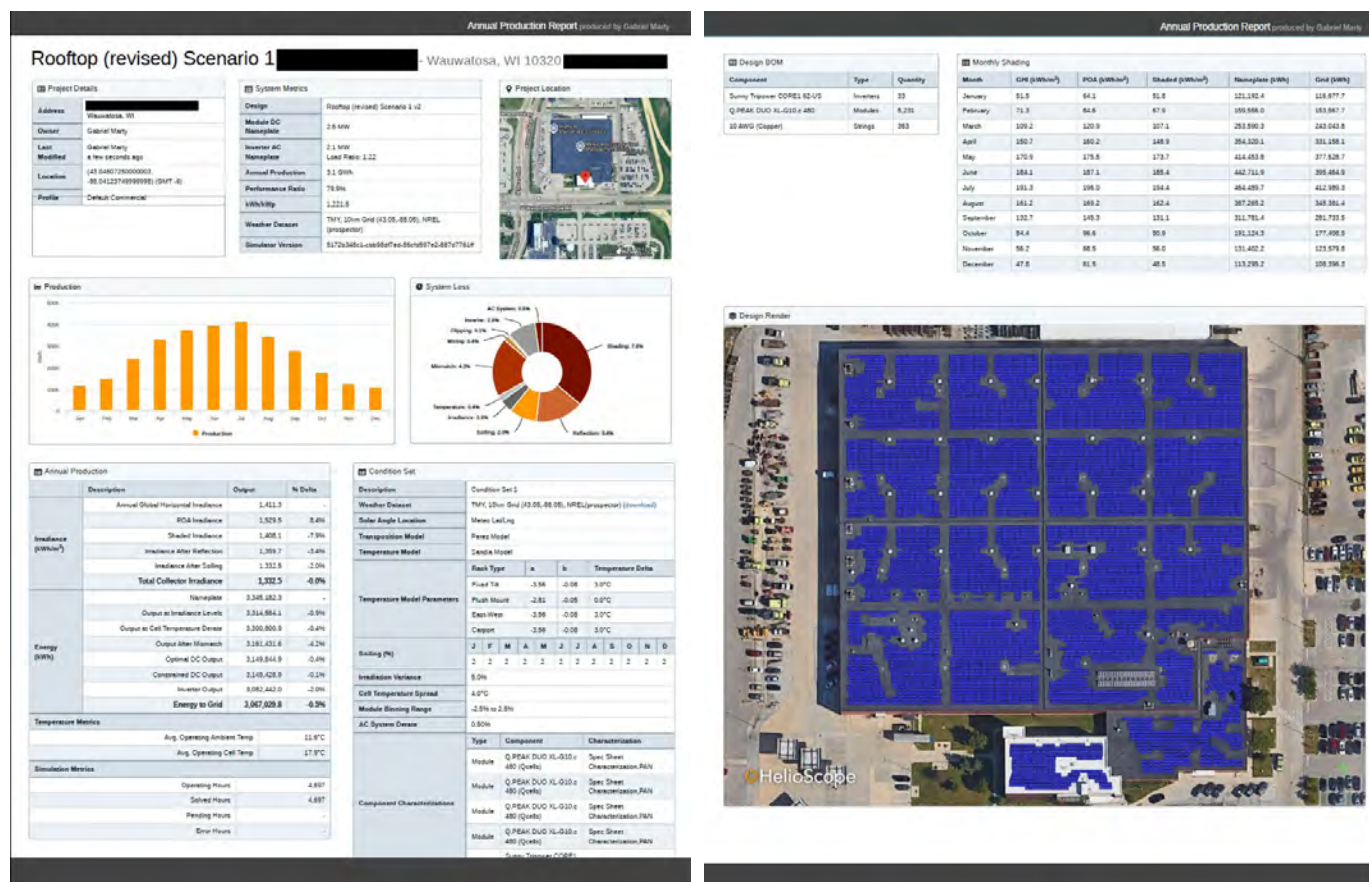
As the Site Analysis continues, JLL will create a preliminary system design by using an industry standard software called Helioscope – a cloud-based solar project design and energy modeling platform. Helioscope allows for remote aerial site assessments, as well as 3D, mechanical and electrical modeling of solar arrays with CAD-quality layouts, advanced shading analysis at the module level, detailed energy yield calculations and financial analysis. Using Helioscope, JLL can perform the Site Analysis regardless of property type and can be applied to a roof, parking lot, greenfield, landfill, etc. The initial Helioscope design may be further refined once considerations described in 5.1.1 such as net metering and interconnection limits are fully considered. The final design will feed into JLL's financial analysis and modeling in 5.1.10.

In addition to determining system size, this analysis will allow JLL to determine other important characteristics including panel tilt, orientation, and spacing. The Helioscope output includes expected annual and monthly solar production as well as a summary of system characteristics, including racking type, panel, inverter, orientation, tilt, spacing, and annual output degradation.



The end objective of the Site Analysis is to determine how the site's physical characteristics affect the amount of solar that can be sited and how the site's zoning designation will determine additional required steps in developing solar. JLL will further refine the system size and produce an updated Helioscope after accounting for the host site's actual energy consumption and applicable net metering rules.

Figure 1: Example of Annual Production Report prepared in Helioscope



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

JLL will not perform these tasks. These tasks are unrelated and not needed to perform a feasibility assessment. Additionally, if a client gets to a point where permitting is needed, the selected solar developer will be responsible for performing these tasks.

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

JLL will not perform these tasks. These tasks are unrelated and not needed to perform a feasibility assessment but needed instead during the construction phase. JLL can provide monitoring of the developer's installation efforts but detailed installation oversight would require a frequent on-site presence which we are unwilling to commit to.

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

The JLL team can provide these consulting services.

Once JLL has performed an Energy Assessment and a Site Analysis, JLL will use proprietary models along with industry modeling software such as HOMER Grid and Energy ToolBase to perform a Financial Analysis and gain specific financial insights. To support and refine our own cost estimates, JLL will consult several market participants and receive current indicative pricing for different ownership options; one where the client owns and operates the system (Capital Purchase) or one where a third-party owns and operates the system and the client buys solar power through a power purchase agreement (PPA). JLL can also analyze other structures should the client request (e.g. leasing).

Developing accurate pricing estimates can be challenging due to changing legislation or regulations, supply chain issues, permitting, and foreign content disputes. Reaching out to active market participants is critical to obtain credible pricing to support decision making. This indicative pricing will inform our Financial Analysis, which will include the following metrics for each site:

- Estimated Total Cost and Upfront Payment required by the Client (if the Client opts for a Capital Purchase);
- Net Solar System Cost accounting for the federal Investment Tax Credit and other applicable incentives (if the Client opts for a Capital Purchase)¹;
- Electricity cost savings, annually and over the lifetime of the project;
- Revenue generation from net metering;
- Annual net electricity cost, once the project is operational;
- A cash flow schedule over the lifetime of the project;
- Key financial outputs such as net present value, internal rate of return, and payback period;
- Share of annual energy use offset by solar; and
- Expected greenhouse gas reduction.

The passage of the Infrastructure Investment and Jobs Act (IIJA) and Inflation Reduction Act (IRA) has made unprecedented funding available for clean energy. Our team brings experience in identifying grants and incentives offered by utilities and federal, state, and local governments and applicable incentives into financial analysis to help capture and utilize these historic funds. Applicable grants and incentives may include, but are not limited to the following:

- The federal Investment Tax Credit (ITC) for clean energy projects
- The federal Production Tax Credit (PTC) for clean energy generation

¹A public entity is not taxable and therefore not eligible for the benefits of depreciation. Therefore, JLL's financial analysis would not account for depreciation if the NCTCOG member owns the project.



TAB E. Technical Proposal

- Bonus incentive credits for clean energy projects that increase the cumulative tax credit amounts for the ITC/PTC
 - Meeting prevailing wage and apprenticeship requirements
 - Energy Community Bonus Credit
 - Domestic content bonus credit
 - Low-Income Communities Bonus Credit program

Table 1 presents an example of how results from the financial assessment can be summarized into a final Feasibility Study report.

TABLE 1. EXAMPLE OF A FEASIBILITY STUDY SUMMARY, ADAPTED FROM A RECENT PROJECT

System Information	Scenario 1A	Scenario 1B	Scenario 2A	Scenario 2B
PV System Size (kWdc)	2,511	2,511	266	266
Year 1 Production (kWh)	3,066,000	3,066,000	252,400	252,400
Solar Offset (%)	N/A *	N/A*	16.5%	16.5%
25-Yr Energy Production (kWh)	72,200,000	72,200,000	5,900,000	5,900,000
25-Yr GHG Reduction (mtCO ₂ e)	27,500	27,500	2,242	2,242
System Price	Scenario 1A	Scenario 1B	Scenario 2A	Scenario 2B
Average \$/W	\$2.25	\$2.59	\$2.50	\$2.87
Solar Purchase Price	\$6,299,525	\$7,096,954	\$585,750	\$636,733
Incentives	\$1,970,839	\$3,248,477	\$218,930	\$282,181
Net Purchase Price after Incentives	\$4,328,686	\$3,848,477	\$366,820	\$354,552
Yr1 O&M Price	\$45,196	\$45,196	\$3,533	\$3,533
Utility Savings	Scenario 1A	Scenario 1B	Scenario 2A	Scenario 2B
Avoided Cost of Solar/kWh	\$0.1116	\$0.1116	\$0.1173	\$0.1173
Yr1 Utility Solar Savings	\$357,813	\$357,813	\$29,242	\$29,242
25-Yr Net Savings	\$2,050,693	\$2,794,774	\$180,376	\$199,386
Capital Purchase Financial Analysis	Scenario 1A	Scenario 1B	Scenario 2A	Scenario 2B
25-Yr NPV	\$91,432	\$589,350	\$9,340	\$22,062
25-Yr IRR	6.1%	10.4%	6.2%	7.2%
Payback Period (yrs.)	19.9	17.9	19.8	19.1

Throughout the process, JLL will solicit feedback from the Client and adapt the analysis process as needed to provide the outcomes necessary to enable the Client to make an informed decision on next steps, including as to whether to advance sites to a solicitation phase.

TAB E. Technical Proposal**5.1.6 Can you provide consulting services for maintenance and troubleshooting as described in Section 5.1.6? If so, please elaborate:**

JLL will not perform these tasks. These tasks are unrelated and not needed to perform a feasibility assessment but needed only after a solar array has been installed. JLL would recommend clients purchase an O&M contract to ensure the project is properly maintained once installation is complete.

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

The JLL team can provide these consulting services. As a Fortune 500 company that specializes in real estate and investment management, JLL brings industry-leading lease analysis capabilities entailing but not limited to:

- Lease administration to ensure accounting compliance, financial management, etc.
- Benchmarking lease terms and rates to the market to identify potential cost savings.
- Using data-driven insight to structure and negotiate lease terms.

In addition to the firm's overall skillsets, the CE&I team has supported and negotiated many rooftop solar and solar PPA leases for past clients.

JLL typically encounters clients who want to install solar power and directly use the electricity themselves, but sometimes this is not always a possibility due to technical or financial constraints. JLL can help explore alternatives, as proven with our advisory for WMATA. JLL can guide clients in negotiating key business terms for solar leases. They can include base rent and participation rent schemes, performance guarantees, project tenor, access rights, decommissioning requirements and funding requirements to ensure funding exists for decommissioning. For a recent client, JLL helped structure a deal with a base rent but also allowed the client to benefit with higher rents if power prices went above anticipated pricing.

REPRESENTATIVE CASE STUDY**Washington Metropolitan Area Transit Authority (WMATA)**

Scope: WMATA had the goal of utilizing solar power at four different metro rail stations. However, due to physical and engineering limitations at these sites, WMATA would not have been able to use the solar-generated electricity directly. Despite this, WMATA still wanted to host large solar systems to provide positive environmental impacts for the community.



Outcome: JLL structured a lease that allowed a 3rd party developer to install solar at WMATA's four locations and sell the clean electricity to the local grid under the auspices of a community solar program. Although unable to directly consume the power, WMATA enabled the development of 10 MW of solar power that contributed to a greener grid. Additionally, WMATA received rent payments as lease consideration.



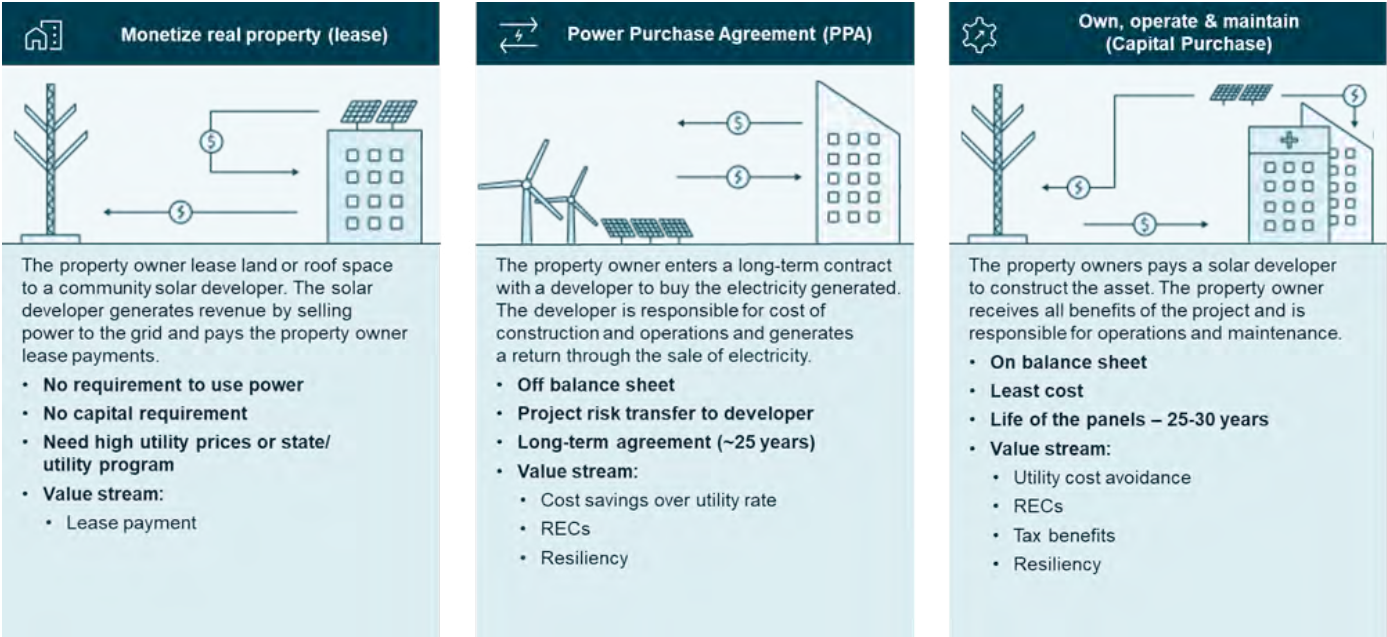
TAB E. Technical Proposal

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

The JLL team can provide these consulting services.

We will explore various financing and ownership structures in the development, operations, and maintenance of solar PV arrays for a site. Specifically, we will develop financial models that compare the costs and benefits of various solar ownership models, including but not limited to those described in the figure below:

Figure 2: Solar Ownership Models



The JLL CE&I team brings detailed expertise in advising clients to pursue infrastructure ownership options that best fit their needs, from decisions regarding on-site energy systems to electric vehicle (EV) charging infrastructure. Due to JLL’s experience in advising public entity transactions, including large public-private partnership (P3) projects, our team is well equipped to help the client select a solar ownership model based on their unique needs and goals.

JLL understands the nuances of owning infrastructure projects as a public vs. as a private entity. For example, public government entities historically would not directly benefit from the Investment Tax Credit and depreciation. However, with the adoption of the IRA, tax-exempt entities - including government authorities - can now use the Elective Pay (as known as Direct Pay) mechanism to receive the full benefits of the clean energy tax credits. However, governments still cannot benefit from accelerated & bonus depreciation incentives to improve their project’s economics. The requirements for receiving clean energy tax credits also vary between public and private organizations. This has typically led to public organizations opting for solar PPAs to allow for full utilization of financial incentives. Therefore, the financial advantages and disadvantages for an on-site solar project may be different depending on the project owner and are continually evolving due to changing policies and regulations. Nonetheless, JLL brings the skillsets to evaluate applicable incentives, the cost of capital, and other financial considerations to determine the ideal ownership structure for the Client.

TAB E. Technical Proposal**5.1.9 Can you provide consulting services for feasibility as described in Section 5.1.9? If so, please elaborate:****The JLL team can provide these consulting services.**

The CE&I team provides end-to-end on-site solar feasibility and due diligence services which entail comprehensive tasks in the order of Site Analysis (5.1.2), Energy Assessment (5.1.1), Financial Analysis (5.1.5), Financial Modeling (5.1.20), and analysis of different ownership options (5.1.8), including a lease structure (5.1.7). The outcomes of each task, as part of a holistic feasibility process, will be as follows:

1. Site Analysis (5.1.2): The deliverables produced will be Annual Production Reports which will present preliminary system design based on the maximum solar capacity that the site can realistically support, and include expected annual and monthly solar production as well as a summary of system characteristics, including racking type, panel, inverter, orientation, tilt, spacing, and annual output degradation.

2. Energy Assessment (5.1.1): The outcome from the Energy Assessment will be the optimal on-site solar capacity that will maximize monetary savings (from avoided usage and demand reduction) and revenue (from selling solar generation to the grid). These results will inform the Financial Analysis and Modeling.

3. Financial Analysis & Modeling (5.1.5 and 5.1.10): The outcome from these tasks will be key financial metrics such as NPV, IRR, Payback Period, a cash flow schedule over the project lifetime, and net savings under different scenarios and ownership structures.

4. Analysis of different ownership options (5.1.8), including a lease structure (5.1.7): The outcome from these tasks will determine the ideal ownership structure for an on-site solar project that is tailored to the client's unique needs and goals. The ownership structure identified will also inform future lease terms.

The completion of these services will culminate in a final feasibility study that encompasses the results of the Site Analysis, Energy Assessment, and Financial Analysis & Modeling as discussed above. JLL's feasibility study will be a comprehensive report factoring in current state of energy, site characteristics, hosting capacity, utility bill savings, lifecycle costs, recommended ownership structure, and the recommended solar energy system size.

The goal of JLL's feasibility study is to ultimately help the client make a well-informed decision on procuring solar energy.

5.1.10 Can you provide consulting services for financial modeling as described in Section 5.1.10? If so, please elaborate:**The JLL team can provide these consulting services.**

The JLL team would complete the tasks described in 5.1.5 to build a financial model that captures all factors mentioned in the scope. Furthermore, JLL's Finance Advisory team are experts in developing dynamic project finance models using industry best practices. We prioritize building structurally robust models that yield dependable results and accurately reflect the commercial, legal, and financial agreements pertinent to a project. Recognizing the fluid nature of project development and negotiations, where variables such as debt capacity, payment mechanisms, and operating revenues and expenses are subject to change, we place a strong emphasis on flexibility. The JLL Team can construct a project financial model that supports the ongoing feasibility evaluation of innovative funding and financing instruments, delivery model approaches, and financial terms and conditions. Our financial models allow for multiple combinations of funding sources and will provide detailed sources and uses of funds, debt financing assumptions and rates, and amortization schedules associated with each tranche of financing. To evaluate project economics comprehensively, our team's

TAB E. Technical Proposal



financial models will also incorporate a scenario manager. This feature allows the client to analyze, compare, and save assumptions and results of a range of sensitivities, debt capacities, and stress cases. Our team has extensive experience in developing and managing complex financial models for energy and infrastructure projects across the U.S.

By leveraging our expertise in financial modeling, our team ensures that our financial models will be of the highest quality, enabling accurate assessments of project feasibility, facilitating decision-making, and supporting a successful outcome for the client.

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:

The JLL team can provide these consulting services. Please refer to our response to 5.1.2.

Ancillary Services

The JLL team also provides electric vehicle supply equipment (EVSE) and energy resilience advisory services.

EVSE Advisory Services: JLL provides end-to-end fleet electrification as well as EVSE siting and procurement support services. JLL can leverage specialized internal tools to create an inventory of a client's existing fleet and identify electrifiable vehicles. Our assessments provide strategic and data-driven analysis to reveal actionable insights in fleet electrification suitability across an entire on-road fleet. Upon receipt and analysis of the requested data, the team can begin to identify a purchasing strategy for transitioning a fleet, including short-, medium-, and long-term purchasing milestones.

The analysis would identify vehicle replacement suitability from an operational and financial perspective. The team can develop site-specific assessments for the list of facilities that may host EV charging infrastructure. The objective is to identify which sites can achieve the requisite electrical capacity, location, operations, and real estate footprint necessary to cost effectively charge an electrified fleet and/or meet workplace and public charging demand. The assessments would include an analysis of the existing infrastructure at facilities and real estate parcels, providing a strategy for how and where the fleet should charge its vehicles.

When initial EVSE site investments have been determined, JLL can support the solicitation of EVSE developers by reviewing and providing recommendations on transactional documents. JLL can also assist with the negotiation of key business terms, focusing on financial and commercial/market risk implications.

REPRESENTATIVE CASE STUDY

City of Cincinnati Fleet Electrification Planning and Infrastructure Deployment

Scope: Cincinnati is committed to 400 EVs in their city fleet by 2028.

Outcome: JLL has developed short-, medium-, and long-term electrification strategies for 1100+ vehicles. In addition, JLL surveyed and identified 10+ sites for installing EV chargers to support the City's growing EV fleet.



TAB E. Technical Proposal

Energy Resilience and Distributed Energy Resource (DER) Advisory Services: JLL is an industry leader in integrated energy infrastructure and resource planning analysis and design. The JLL team has extensive experience with different fossil fuel, renewable energy, and energy storage technologies, as well as numerous projects integrating these technologies into microgrid and other distributed energy configurations. Our team leverages industry-leading tools for energy storage, financial modelling, and distributed energy dispatch to provide the highest value strategic planning and design for integrated energy infrastructure projects. JLL can support transaction and implementation tasks for energy resilient infrastructure solutions as well.



TAB E. Technical Proposal

5.2 Project Related Experience and Qualifications

5.2.1 General Explanation and Organization Chart

Ensuring the Right People with the Right Skills: The JLL team will be led by the Project Manager, Bryan Thomas, Senior Vice President in JLL’s Clean Energy & Infrastructure group, who will serve as the primary point of contact with NCTCOG and through whom all task orders and deliverables will be funneled. The project team is structured to provide efficient execution of the scope of work on a timely basis and to have clear reporting lines between the team and NCTCOG and its member agencies.





TAB E. Technical Proposal

Bryan is supported by Andrew Linowes and Jon Mollet, subject matter experts (SMEs) in renewable energy. Gabriel Marty will serve as the primary analyst conducting due diligence, technical and financial analysis as well as drafting of deliverables. Matthew Komisarjevsky, PE will provide financial modeling support, and Sean Lepo and Shreya Kabra will provide analytical support for feasibility studies. The team will also be supported by Josephine Tucker, Managing Director at JLL, who will provide guidance, quality control and market perspectives. The organization chart describes the management structure for the overall contract and is representative of task order management.

Stakeholder Coordination with our Clients: JLL brings substantial experience with complex stakeholder engagement and coordination. Alongside our industry and regulatory stakeholder experience, JLL has a deep understanding of the importance of internal stakeholder management at organizations such as NCTCOG member agencies. We recognize the complexity of centralized and de-centralized decision making, as well as business line profit and loss responsibility. As a result, a central theme of our approach is ensuring a robust stakeholder management plan to inform and support buy-in across the different decision-makers and key stakeholders for a typical public agency or local municipality. JLL appreciates the need for effective planning, coordination and communication to ensure timeliness and quality assurance across the entire program.

With JLL's extensive experience in stakeholder engagement that spans the entire renewable energy ecosystem, including developers, utilities, and asset owners, JLL will lead the interaction with these entities to ensure smooth evaluation and procurement of renewable energy projects. With a deep understanding of the industry's complexities, JLL is well-equipped to facilitate effective collaboration and drive sustainable solutions for all stakeholders involved.

JLL possesses the experience and capability to engage key stakeholders, identify and support project champions and build alignment across leadership teams regardless of where in Texas NCTCOG requires a project. JLL can also focus on educating NCTCOG member personnel and building capacity within their teams. Indeed, we can train personnel on sustainability strategy, renewable energy procurement, market trends and technology and greenhouse gas emission targets and inventories to expediate project delivery and optimize sustainment activities.

5.2.2 Goods and Services not in Scope of Works

The JLL team also provides electric vehicle supply equipment (EVSE) and energy resilience advisory services, which are described in **Ancillary Services** on page 33.

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

JLL offers a wide range of services across the solar and renewable energy advisory but we are not proposing to address Category 3: Permitting and Compliance or Category 6: System Maintenance & Troubleshooting.

5.2.4 List of business Locations

A National Firm with Local Footprint: JLL maintains a robust presence in Texas with 23 offices statewide, including a large presence in Austin, Dallas, Fort Worth and Houston. Our local Texas-area team tracks and analyzes the best real estate data for our Texas clients, using proprietary and third-party information resources while continually monitoring and modeling key economic, capital market, industry, and demographic indicators that impact local property markets and help us predict what is around the corner. This insight creates a competitive advantage for our clients in identifying the most advantageous sites for solar facilities and infrastructure regardless of where in the state of Texas the project may be. We have supported client solar needs and site assessments in major metro areas like Dallas or smaller cities

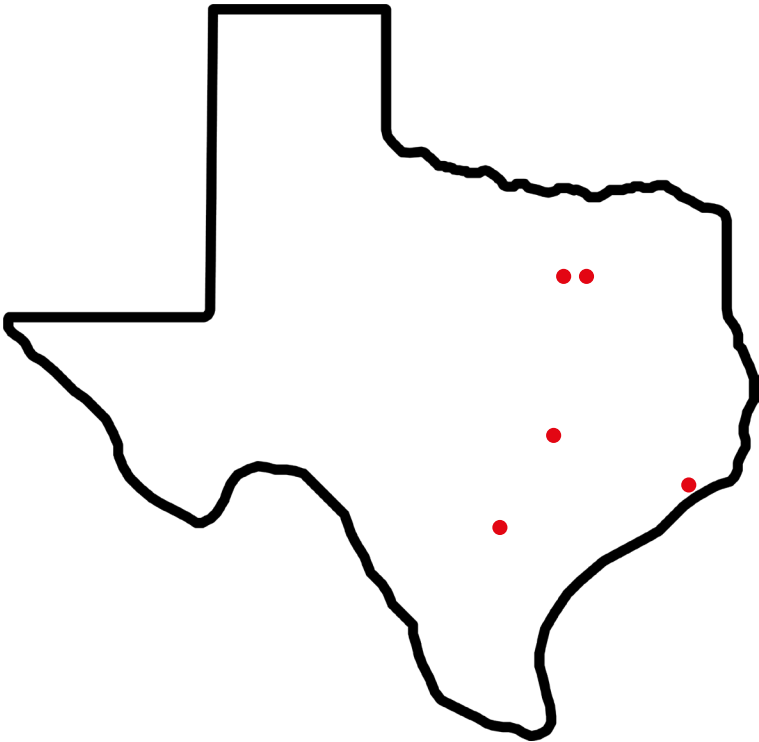


TAB E. Technical Proposal

like Waco, or at military installations such as Fort Cavazos, Fort Bliss, and Red River Army Depot, demonstrating unique insights into the different needs required by local contexts across the state.

Key JLL Texas Offices

- Austin**
1703 W 5th St, Suite 850
Austin, TX 78703
- Dallas**
2401 Cedar Springs Rd, Suite 100
Dallas, TX 75225
- Houston**
4200 Westheimer RD, Suite 1400
Houston, TX 75225
- Fort Worth**
201 Main St, Suite 500
Fort Worth, TX 76102
- San Antonio**
9611 McAllister Fwy, Suite
11 San Antonio, TX 78116



5.2.5 Overview of Firm Organization, Size, Years in Business, and Experience, and Major Clients

JLL is a leading professional services firm that specializes in real estate and investment management. Although Jones Lang LaSalle Incorporated was formed in 1999 by the merger of LaSalle Partners Incorporated and Jones Lang Wootton (JLW), its history spans more than 200 years. This merger brought together LaSalle Partners’ strength in North America and leadership in real estate investment management, and JLW’s depth in Europe and Asia.

LaSalle Partners was founded as IDC Real Estate in El Paso, Texas in 1968. The company later relocated its headquarters to Chicago, IL and changed its name to LaSalle Partners. LaSalle Partners grew rapidly over the next 30 years through acquisitions and mergers, which enhanced its capabilities in tenant and owner representation, real estate investment advisory, property and facility management, and project and development management services in the United States, Latin America, and Europe.

JLW was founded in London in 1783 with the establishment of Richard Winstanley’s auctioneer business. This firm eventually became Jones Lang Wootton and Sons, which embarked on a global expansion in 1957, opening offices in Europe, Asia, the Pacific Rim, and New York over the next several decades.

In 1997, LaSalle Partners completed an initial public offering of the company’s common stock to gain a listing on the New York Stock Exchange. Two years later (1999), the firm merged its business with that of JLW to form Jones Lang LaSalle Incorporated. In March 2014, Jones Lang LaSalle shortened its trading name to JLL, a more memorable, visible, and easily understood name, particularly in international markets. JLL has grown our business by expanding our client

TAB E. Technical Proposal

base and the range of our services and products, both organically and through a series of mergers and acquisitions. Our extensive global platform and in-depth knowledge of local real estate markets enable us to serve as a single-source provider of solutions for the full spectrum of our clients' real estate needs. These mergers and acquisitions have given us additional share and scale in key geographical markets, expanded our capabilities in certain service offerings, and further broadened the global platform we make available to our clients.

As of December 31, 2023, JLL has a global workforce of more than 108,000.

Selection of Public Sector Clients:

As a global Fortune 500 firm, JLL has multiple thousands of open contracts at any given time. Below is a selection of local and regional public sector clients we have recently supported:

SAMPLE OF JLL'S PUBLIC SECTOR CLIENTS

Texas State and Municipal	Texas Higher Education	State and Municipal	State and Municipal
State of Texas - Multiple Agencies	Sul Ross University	City and County of Honolulu, HI	County of Baltimore, MD
State of Texas / Texas Facilities Commission	Texas A&M University	City of Long Beach, CA	County of Cook, IL
State of Texas / DMV	Texas A&M Health Science Center	City of Los Angeles, CA	County of DeKalb, GA
State of Texas / TDEM	Texas State Technical College	City of Miami, FL	County of Fairfax, VA
Central Health (Travis County Hospital District)	Texas State University	City of Minneapolis, MN	County of Fulton, VA
City of Austin, TX	Texas Tech University	City of Newark, NJ	County of Hillsborough, FL
City of Fort Worth, TX	The University of Texas at Austin	City of New York, NY	County of King, WA
City of Houston, TX	The University of Texas Medical Branch Galveston	City of Orlando, FL	County of Loudon, VA
City of Waco, TX	The University of Texas - San Antonio	City of Philadelphia, PA	County of Los Alamos, NM
Harris County, TX	The University of Texas Southwestern Medical Center	City of Richmond, VA	County of Macon-Bibb, GA
North Texas Municipal Water District		City of San Diego, CA	County of Maricopa, AZ
Alamo Colleges		City & County of San Francisco, CA	City of Alexandria, VA
Austin ISD		City of Santa Rosa, CA	City of Baltimore, MD
Lone Star College		City of Seattle, WA	City of Bellevue, WA
Sam Houston State		City of Tucson, AZ	City of Chicago, IL
		City of Tulsa, OK	City of Cincinnati, OH
		City of Warren, MI	City of Compton, CA
			City of Detroit, MI
			City of Evanston, IL

5.2.6 Invoicing Process and Payment Terms

JLL's payment terms is NET 30. A monthly invoice is submitted based on the completion of deliverables and/or hours worked. Credit cards are not accepted.

TAB E. Technical Proposal**5.2.7 List of Five Similar Contracts Awarded Within Last Five Years**

Five similar contracts provided by JLL covering the same range of services expected by NCTCOG members include:

U.S. Army Office of Energy and Sustainability (multiple projects)

The U.S. Army Office of Energy Initiatives (OEI) was established as a program management office to facilitate the development of privately financed, large-scale energy utility projects - including renewable energy, energy storage, and microgrids - and to enhance energy and water sustainability and resiliency. Since 2014, JLL has provided support to the OEI in shaping public-private ventures that involve complex real estate and financial transactions on U.S. Army installation property. Of the Army's 128 installations, JLL has conducted renewable energy feasibility studies at the majority of these installations. JLL's contract ended in June 2024 but expects to support OEI again in 2025.

City of Waco, TX, Landfill solar feasibility assessment

JLL developed a four-step approach to complete the feasibility study at three of City of Waco's landfills. The team performed site visits, completed technical assessments, evaluated the economics of a landfill solar project under a community solar, the city of Waco offtake, and the feasibility of monetizing the asset, and the completion of a solar feasibility report.

North Texas Municipal Water District (NTMWD) Solar Feasibility Assessment Study

JLL conducted a solar feasibility study, including assessing options to reduce operational costs or to monetize the available real estate through on-site solar at seven NTMWD facilities.

Comprehensive Solar Development Plan for Washington Metropolitan Area Transit Authority (WMATA)

WMATA retained JLL to advise on a plan to reduce regional carbon emissions while creating a new revenue stream to support its transit mission. JLL assessed options to monetize the solar potential at WMATA's parking facilities and analyzed alternative financing and ownership structures. The analysis determined that WMATA would best benefit from an approach where the developer owns the solar arrays, secures its own customers, and shares its revenues with WMATA.

Milwaukee County On-Site Solar Energy Feasibility Assessment

Milwaukee County Fleet Management was interested in evaluating the feasibility of installing a large-scale solar photovoltaic system at its Central Fleet Garage site. This feasibility study also needed to account for the County plans to install EV charging equipment, which were underway. To inform the system modeling effort, JLL collected and analyzed available building information while also conducting staff interviews. JLL then performed preliminary system modeling of the potential rooftop solar PV system using Helioscope. The assumptions were later refined and updated based on the information collected during a site visit.

5.2.8 Identify any Contracts Within Past Three Years that were Terminated due to Non-Performance

JLL has no contracts within the past three years that were terminated due to non-performance.

5.2.9 Warranty and Length that May Apply to the Goods and Services

The JLL team is not providing any goods. As such, warranties are not applicable.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

PROPOSAL DISCOUNT OFFER WORKSHEET FOR RFP #2025-005

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

1 Consulting Services

5%

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

2 Describe Services Below:

A	EVSE Advisory Services	5%
B	Energy Resilience and Distributed Energy Resource (DER) Advisory Services	5%
C		

*It is expected that these services would be provided at the same rates as for consulting services in Service Category #1. The same 5% discount is being applied to these ancillary services.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3
SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

Page 35 of RFP

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

• Proposed Contractual Discounts on Pricing for Categories Offered

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

Our proposed discount is 5%, which is already factored into the pricing rates provided.

• 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, Josephine Tucker
(Name of certifying official)

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

Jones Lang LaSalle Americas, Inc.,
(Name of lower tier participant)

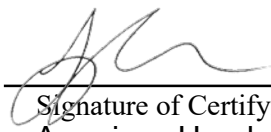
nor its principals are presently:

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

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

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

EXCEPTIONS:



Signature of Certifying Official
Americas Head of Energy Advisory and Sustainability

Title
March 18, 2025

Date of Certification

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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

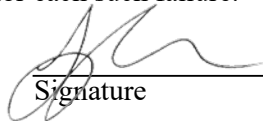
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

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

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

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

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



Signature

Americas Head of Energy Advisory and Sustainability
Title

Jones Lang LaSalle Americas, Inc.
Agency

March 18, 2025
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:

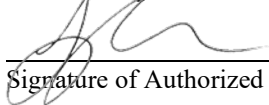
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

-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.

Jones Lang LaSalle Americas, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

Josephine Tucker, Americas Head of Energy Advisory and Sustainability

Printed/Typed Name and Title of Authorized Representative

3/18/2025

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:

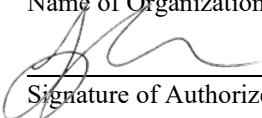
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

-OR-

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

Jones Lang LaSalle Americas, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

Josephine Tucker, Americas Head of Energy Advisory and Sustainability

Printed/Typed Name and Title of Authorized Representative

3/18/2025

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:

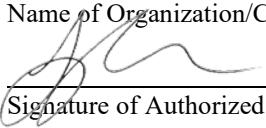
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

-OR-

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

Jones Lang LaSalle Americas, Inc.

Name of Organization/Contractor


Signature of Authorized Representative

Josephine Tucker, Americas Head of Energy Advisory and Sustainability

Printed/Typed Name and Title of Authorized Representative

3/18/2025

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.

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

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

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

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

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

Check and complete one of the following:

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

Name of Organization/Contractor

Jones Lang LaSalle Americas, Inc.

Signature of Authorized Representative

Josephine Tucker, Americas Head of Energy Advisory and Sustainability

Printed/Typed Name and Title of Authorized Representative

3/18/2025

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date