



Cenergistic[®]

The Energy Conservation Company[®]

Energy Conservation Proposal
The Educational Services Commission of New Jersey
Energy Conservation and Education Services
RFP #: ESCNJ 18/19-06

Submission Deadline: May 23, 2018

Cenergistic
5950 Sherry Lane, Suite 900
Dallas, TX 75225
214.273.2800

May 17, 2018

Mr. Patrick Moran
The Educational Services Commission of New Jersey
1660 Stelton Road, Second Floor
Piscataway, New Jersey 08854

RE: Cenergistic's Response to RFP #ESCNJ 18/19-06 for Energy Conservation and Education Services

Dear Mr. Moran:

Cenergistic is pleased to provide the enclosed response to the Educational Services Commission of New Jersey's Energy Conservation and Education Services. We applaud ESCNJ's recognition that systematic energy conservation can both reduce energy resource consumption and save money, and their efforts to make this service available to their member districts.

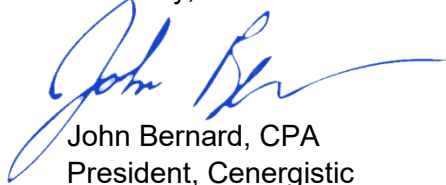
Cenergistic has more than three decades of success partnering with districts like those that are part of the Educational Services Commission of New Jersey to achieve an average of 26% savings in utility costs. **Our comprehensive energy management and conservation program helps schools keep critical budget funds in the classroom without sacrificing student comfort or committing to new equipment installations.** Under the Cenergistic program, savings materialize within weeks or months, not years, providing funds that help preserve critical academic programs and staff positions.

Our award-winning, results-driven approach is driven by Cenergistic's in-house engineering, energy, building system, and technology expertise, and coupled with advanced technology and data tools. With over 130 industry licenses, certifications, and advanced degrees and an average of eight years of industry experience per employee, Cenergistic provides one of most qualified teams in the industry. In addition, Cenergistic's program include on-site, full-time Energy Specialists, employed, trained, and mentored by Cenergistic for the term of the energy savings contract.

Cenergistic confirms that our company meets the minimum qualifications included in the RFP.

Cenergistic welcomes any questions regarding this proposal, as well as the opportunity to discuss our proposal, comprehensive program, and methodology in more detail. We sincerely appreciate this opportunity and look forward to partnering with the Educational Services Commission of New Jersey to conserve both energy and critical budget funds.

Sincerely,



John Bernard, CPA
President, Cenergistic

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SECTION 1: Company Background

1.1 Company Overview

Cenergistic is a technology-powered, data-driven national energy conservation consulting firm. Since 1986, our in-house engineering and conservation experts have helped more than 1,425 public education, higher education, government and health industry clients save over \$5 billion across 23,000 buildings by optimizing systems and schedules, conserving energy, and improving classroom and working environments.

Our behavioral-focused energy conservation approach is unique in the industry — changing behaviors to realize significant savings. It comes with no risk, no debt, and no equipment to buy. This award-winning approach is built on a proprietary methodology which optimizes clients' infrastructure, improves internal processes and changes behavior to ensure that savings endure. Coupled with patented technology tools to identify and analyze savings opportunities, Cenergistic's behavior-based energy conservation program enables our clients to achieve an average of 26% in energy cost reductions.

Legal Name:	Cenergistic LLC
Company Legal Structure:	Limited Liability Company
Federal Tax ID:	75-2195821
Year Formed:	1986
State of Formation:	Texas
# Employees:	275+
Markets:	K-12 school districts, higher education, health care, large churches
Primary Contact for the Proposal:	John Bernard, CPA President, Cenergistic 5950 Sherry Lane, Suite 900 Dallas, TX 75225 214.273.2800 jbernard@cenergistic.com

The Cenergistic Story

Cenergistic is the product of a school board member's resolve to direct more money to the classroom by reducing operational costs. As a school board member in Wichita Falls, Texas in the early 1980s, Dr. William S. Spears designed a behavioral utility savings program to mitigate the expected electricity increase from adding air conditioning to 22 of the district's 33 schools.

The program was so successful that the schools' **electricity costs decreased, even with the new HVAC**, the year following the installation. With the support of the school board, the program continued,

and in 1986, both the school and Dr. Spears were presented with an Energy Innovation Award by both the U.S. Department of Energy (DOE) and the State of Texas for energy conservation success accomplished through organizational and behavioral change.

Industry Recognition & Awards

Cenergistic is the nation's number one Service and Product Provider for Certification and Leader recognition.

The Department of Energy named Cenergistic the #1 "Service & Product Provider" for ENERGY STAR Certifications, with clients earning more than 8,300 awards and recognitions.

For 10 straight years, Cenergistic has earned national recognition from the United States Environmental Protection Agency, including the ENERGY STAR Partner of the Year – Sustained Excellence Award in 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018, and Partner of the Year in 2009 and 2010.

Cenergistic's program aligns closely with the ENERGY STAR' goal to help clients conserve energy while ensuring a safe, comfortable environment. Accordingly, Cenergistic clients are among the most energy-efficient organizations in the nation:

- 1,671 Cenergistic client buildings received ENERGY STAR Certification in 2017 alone.
- 58% of all K-12 ENERGY STAR Leader recognitions were for Cenergistic clients.
- 65% of all K-12 ENERGY STAR Top Performers are Cenergistic clients.
- More than 650 Cenergistic clients are ENERGY STAR Partners, representing higher education, school districts, congregations, and healthcare organizations.

Numerous Cenergistic clients have received significant ENERGY STAR recognition, including the following:

- **Loudoun County Public Schools in Ashburn, Virginia**, received the 2016 ENERGY STAR Partner of the Year - Sustained Excellence Award, the 2012, 2013, 2014, 2015, 2016, 2017 and 2018 Sustained Excellence Awards as well as 2010 and 2011 ENERGY STAR Partner of the Year Awards.
- **Decatur County Community Schools in Indiana** became the nation's first and only ENERGY STAR 70 Percent Leader in recognition of the district's extraordinary achievement of reducing energy consumption district-wide by more than 70%. The district is the only organization to earn ENERGY STAR 60 Percent Leader recognition.
- **Mansfield Independent School District in Mansfield, Texas**, received 2016, 2017 and 2018 ENERGY STAR Partner of the Year – Sustained Excellence Awards, and the 2015 and 2014 Partner of the Year Award.
- **Fairfax County Public Schools in Falls Church, Virginia**, received the 2017 and 2018 ENERGY STAR Partner of the Year Award.



1.2 Litigation

In the past five years, we have had two lawsuits with former employees for violations of non-competes and one lawsuit referenced in 1.3 below.

1.3 Contract Terminations

Under the provisions of Cenergistic's standard energy savings contract, clients have the option to terminate for convenience. In our 32-year history with over 1400 clients, we have had one client terminate its contract alleging we had breached the agreement. To collect the amount due Cenergistic, we filed a lawsuit.

Cenergistic has never defaulted on a contract.

1.4 Financial Stability

Cenergistic has never filed for bankruptcy.

SECTION 2: Experience

2.1 Experience Overview

In the past three decades, Cenergistic has provided behavioral-based energy savings programs to over 1,425 clients in 48 states, including 20 million students in K-12 and higher education. Our in-house personnel include more than 50 conservation specialists that provide on-site and remote training, mentoring, and auditing.

Each year, Cenergistic assists clients in managing more than \$1 billion in utility expenses.

Similar Projects

District	State	Enrollment	Performance Months	Savings \$	Start Date
Atlantic City School District	NJ	7,157	13	\$1,010,901	3/1/2017
Onslow County School System	NC	25,564	20	\$1,663,010	7/1/2016
Charlotte County Public Schools	FL	17,160	122	\$17,351,159	1/1/2007
Fairfax County Public Schools	VA	185,541	42	\$19,277,031	8/1/2014
Buckeye Union High School District	AZ	3,668	64	\$3,519,218	9/1/2012
Burke County Public Schools	NC	13,911	99	\$17,552,933	10/1/2009
Fort Worth Independent School District	TX	87,090	11	\$3,919,816	4/1/2017
Sevier County School System	TN	14,400	29	\$1,967,773	10/1/2015
Abilene Independent School District	TX	17,152	71	\$5,905,836	4/1/2012

2.2 References

#	Cenergistic Client Name	Savings to Date	Enrollment	Program Start Date	Baseline Year KBTU EUI	KBTU use EUI most recent performance year
1	Manasquan Public School District 169 Broad St. Manasquan, NJ 08736-2892 Dr. Frank Kasyan, Superintendent 732.528.8800/fkasyan@manasquanboe.org	\$469,013 30%	1,699	5/1/2015	99.98	20220.65
2	Robbinsville Schools 1079 Washington Blvd. Robbinsville, NJ 08691-3037 Mrs. Kimberly Keener, Mgr. - Facilities and Community Ed. 609.632.0950 x3022/kkeener@robbinsville.k12.nj.us	\$2,466,083 30%	2,750	11/1/2010	96.70	75.52
3	Long Branch Public Schools 540 Broadway Long Branch, NJ 07740-5108 Mr. Peter Genovese III, Business Administrator 732.571.2868 x40100/pgenovese@longbranch.k12.nj.us	\$2,473,470 26%	5,400	10/1/2012	59.08	52.20
4	Asbury Park Public Schools 407 Lake Avenue Asbury Park, NJ 07712-5493 Mr. Geoff Hastings, Business Administrator 732.776.2606 x2426/hastingsg@asburypark.k12.nj.us	\$1,269,995 22%	2,653	4/1/2011	105.33	87.38
5	Toms River Regional Schools 1144 Hooper Ave. Toms River, NJ 08753-7643 Mr. William Doering, Business Administrator 732.505.5524/wdoering@trschoools.com	\$5,484,818 24%	17,250	2/1/2013	55.38	45.80
6	Cleveland City Schools 4300 Mouse Creek R. NW Cleveland, TN 37312-3303 Ms. Cindy Geren, CFO 423.472.9571 x2015/cgeren@clevelandschools.org	\$5,281,520 34%	4,825	10/1/2009	50.52	33.88
7	Dyersburg City School District 307 College Street Dyersburg, TN 38024 Mr. Brad Baker, Facility Preventative Maint. Manager 731.286.3600/bbaker2@dyersburgcityschools.org	\$2,580,138 43%	3,400	11/1/2008	83.66	0.00
8	Fort Payne City Schools 231 38th Street NE Fort Payne, AL 35968-1611 Mr. Kevin Sayre, Maintenance Supervisor 0/ksayre@ftpayk12.org	\$1,232,655 27%	3,020	7/1/2011	64.74	43.66

#	Cenergistic Client Name	Savings to Date	Enrollment	Program Start Date	Baseline Year KBTU EUI	KBTU use EUI most recent performance year
9	Cherokee County Schools 130 E MAIN ST CENTRE, AL 35960-1599 Mr. Mitchell Guice, Superintendent 256.927.3362/mguice@cherokeek12.org	\$1,383,708 33%	4,158	5/1/2015	45.45	24.95
10	Troup County School System 100 North Davis Rd. LaGrange, GA 30241 Mr. Byron Jones, CFO 706.812.7900/jonesbk@troup.org	\$8,009,246 32%	12,500	10/1/2010	36.58	35.29
11	Weber School District 5320 Adams Ave Parkway Ogden, UT 84405 Mr. Robert Petersen, Business Administrator 801.476.7841/rpetersen@wsd.net	\$26,097,897 36%	30,000	11/1/2003	70.64	51.52
12	Sarasota County Schools 1960 Landings Blvd. Sarasota, FL 34231 Mr. Scott Lempe, Chief Operations Officer 941.927.9000 x31103/scott_lempe@sarasotacountyschools.net	\$30,096,186 26%	41,912	1/1/2008	53.82	33.63
13	Central Dauphin School District 600 Rutherford Rd. Harrisburg, PA 17109-5227 Dr. Carol Johnson, Superintendent 717.545.4703 x219/cjohnson@cdschools.org	\$5,222,254 26%	11,108	8/1/2010	64.92	52.80
14	Tulsa Public Schools 3027 South New Haven Tulsa, OK 74147 Mr. Chris Hudgins, Director of Bond Projects and Energy Management 918.746.6684/hudgich@tulsaschools.org	\$20,778,832 35%	41,043	7/1/2010	71.71	20.97
15	St. Johns County School District 40 Orange St. St. Augustine, FL 32084 Mr. Tim Forson, Executive Director of Facilities & Operations 904.547.7670/forsont@stjohns.k12.fl.us	\$32,907,548 47%	35,268	1/1/2009	61.54	29.78
16	Mansfield Independent School District 203 Hillcrest St. Mansfield, TX 76063-1794 Mr. Jeff Brogden, Associate Superintendent for Facilities and bond Programs 817.299.4343/jeffbrogden@misdmail.org	\$8,547,686 20%	35,000	1/1/2013	44.72	34.75

#	Cenergistic Client Name	Savings to Date	Enrollment	Program Start Date	Baseline Year KBTU EUI	KBTU use EUI most recent performance year
17	Spackenkill Union Free School District 15 Croft Rd. Poughkeepsie, NY 12603-5028 Mr. David Downes, Director of Facilities 845.463.7800/dave.downes@spackenkillschools.org	\$465,928 26%	1,835	11/1/2011	91.00	0.00
18	South Glens Falls Central School District 6 Bluebird Rd. South Glens Falls, NY 12803-5704 Mr. Michael Patton, Superintendent 518.793.9617/pattonm@sgfcsd.org	\$1,007,382 25%	3,365	12/1/2011	62.29	44.78
19	Hampton City Schools 1 Franklin St. Hampton, VA 23669-3570 Mr. Tom Sawyer, Director of Operations & Maintenance 757.727.2000/tsawyer@hampton.k12.va.us	\$3,768,984 22%	21,601	10/1/2013	41.38	32.03
20	Loudoun County Public Schools 21000 Education Court Ashburn, VA 20148 Dr. Eric Williams, Superintendent 571.252.1020/eric.williams@lcps.org	\$80,903,680 29%	73,418	6/1/1993	72.23	55.20

SECTION 3: Key Personnel

Areas of Expertise

Unlike other providers, Cenergistic does not rely on subcontractors to execute and manage our energy savings program. Instead, we use our internal team of highly-educated and experienced energy conservation experts. Cenergistic’s engineers and experts hold over 130 advanced degrees, licenses, and industry certifications. Collectively, the Cenergistic staff has more than 1,400 total years in energy conservation, more than any energy conservation consulting firm.

Our engineers inspect and ensure that every piece of equipment, and every system, is optimized for effectiveness and efficiency. We work directly with the Energy Specialist and other members of the staff to ensure all stakeholders are committed to the energy conservation program.

Cenergistic’s employees average at least eight (8) years of experience in the energy conservation industry.

Key Energy Conservation Areas of Expertise	
Behavior Modification Boiler and Steam Systems Building Commissioning Building Envelope Cogeneration Data and Utility Rate Structure Analysis Electrical Systems EMS, Building Automation and Control Systems Energy Audits and Instrumentation Energy Management Green Buildings, LEED and ENERGY STAR HVAC Systems	Indoor Air Quality Interval Data Analysis Lighting Maintenance Management Codes and Standards, ASHRAE requirements Mechanical Engineering Moisture and Humidity Management Pneumatic Systems Smart Grid Thermal Energy Storage Systems Turf and Irrigation Demand Management
Ancillary Capacities	
Accounting Biology Business Communications Computing System Design Construction Management Education	Human Resources Information Systems Management Nonprofit Management and Leadership Organizational Management Public Relations Public School Administration School District Finance

Licenses & Certifications

Cenergistic maintains an in-house team of industry experts with the education, licenses, and certifications critical to understanding and generating energy conservation savings for K-12 and higher education clients. Collectively, our staff holds the following:

- 8 doctorates;
- 38 master’s degrees;
- 3 Certified Public Accountants (CPA)
- 8 Professional Engineer (P.E.) licenses, and
- 26 Association of Energy Engineers (AEE) Certified Energy Manager (CEM) certifications.

The table below lists additional certifications and licenses currently held by our staff.

Energy Engineering	Professional Engineers
Building Energy Simulation Analyst (BESA)	Mechanical
Certified Building Commissioning Professional (CBCP)	Industrial
Certified Demand Side Manager (CDSM)	Civil/Environmental
Certified Energy Manager (CEM)	LEED Accreditation
Certified Indoor Air Quality Professional (CIAQP)	LEED Accredited Professional (LEED AP)
Certified Measurement and Verification Professional (CMVP)	LEED Building Design & Construction (LEED BD+C)
Certified Sustainable Development Professional (CSDP)	Quality Control
Certified Water Efficiency Professional (CWEP)	Certified Quality Engineer
Certified Landscape/Irrigation Professional (CLEP)	Certified Quality Auditor
Information Systems	Building Systems
Microsoft Certified Network Engineer (MCNE)	Heating, Ventilation, Air Conditioning (HVAC)
Microsoft Certified Systems Engineer (MCSE)	
Microsoft Certified Systems Administrator (MCSA)	

3.1 Key Personnel Overview

Led by the Program Director, Cenergistic’s team of in-house engineering and energy management implements our proven behavioral energy conservation methodology. Cenergistic assigns in-house engineering and conservation experts to address client needs and maintain maximum savings. Scheduled by the Program Director, these Consultants work on a consistent on-site rotation with the Energy Specialist assigned to the district.

In addition to this on-site expertise, Cenergistic’s Center of Excellence provides remote support and analysis by Engineers, Energy Management Services (EMS) specialists, and Measurement and Verification Professionals. The Center of Excellence can remotely review many energy management systems and provide remote diagnostics and assistance, as well as schedule regular remote sessions to ensure the program is achieving maximum savings.

Finally, Cenergistic’s key personnel include human resources professionals to hire and manage the Energy Specialist as well as marketing personnel to coordinate public recognition and/or awards for member district’s success during the contract term.

3.2 Key Personnel Resumes

Dr. William S. Spears Chairman, Founder



Hire Date: 1986 (Founder)

Education: Doctorate of Business Administration, Wayne Huizenga Graduate School of Business and Entrepreneurship at Nova Southeastern University; MBA from Wharton School at the

University of Pennsylvania and a Bachelor's of Science Degree from Oklahoma State University

Industry Experience: 36 years of experience in public school energy management

Past Roles: Dr. Spears served the Wichita Falls Independent School District as Trustee, Board Secretary, Board Vice President and Chairman of the Facilities Committee for six years.

Organizations: Dr. Spears has served on the boards of numerous civic organizations and financial institutions, including:

- American Cancer Society, Board Member, Co-Chairman of Cattle Baron's Ball Fund Raiser
- Christian Businessmen's Committee of Wichita Falls, Inc., Founder, Chairman of the Board
- City National Bank, Director (1969 – 1988), Chairman of Directors' Loan Committee

- City of Wichita Falls Planning and Zoning Commission, Board Member
- Ford's Theatre, Washington, D.C., Founding Member, National Advisory Board
- Insight for Living, Chuck Swindoll Ministries, Board Member, Executive Committee Member
- Interfaith Ministries, Board Member, Chairman of Finance Committee
- Lincoln Forum, Gettysburg, PA, Board Member
- North Texas Council Boy Scouts of America, Board Member
- North Texas Easter Seal Rehabilitation Center, President
- Oklahoma State University, Benefactor, William S. Spears School of Business
- Red River Civil War Roundtable, Founder and President
- University of Texas Medical School, Board Member
- Times Publishing Company Charities, Founder and President
- Wichita Falls Board of Commerce and Industry, Board Member
- Wichita Falls Museum and Art Center, Board Member
- Wichita Falls Symphony, Board Member
- Young Life, Founder and Board Member, Wichita Falls Chapter

Dr. Randy Hoff, PE, CEM, CMVP Vice Chairman



Hire Date: June 2004

Education: Doctor of Engineering, Engineering Management, Southern Methodist University; MBA, Marquette University; Bachelor's Degree, Industrial Engineering, Texas A&M

Licenses/Certifications: Registered Professional Engineer (Texas); Certified Energy Manager; Certified Measurement and Verification Professional; Certificate in Sustainability from the Environmental & Civil Engineering Department at Southern Methodist University

Industry Experience: 13 years of experience in operational energy conservation; experience in corporate auditing and supply-chain logistics.

Past Roles: Dr. Hoff joined Cenergistic after broad and varied experience with General Electric Corporation, during which he earned his Six Sigma Certified Master Black Belt through GE's renowned continuous improvement process. He is a member of the Advisory Council for the Industrial & Systems Engineering Department at Texas A&M University. Dr. Hoff was awarded the 2017 Distinguished Alumni Award by the Department of Industrial and Systems Engineering at Texas A&M University for his significant contributions in promoting the profession of industrial engineering.

Ray Hood Chief Executive Officer



Hire Date: October 2017

Education: Bachelor of Science, Economics, University of Pennsylvania — the Wharton School

Industry Experience: More than 25 years of experience as chief executive of technology companies including CEO of an international, publicly-traded software firm.

Past Roles: Mr. Hood started his career with PriceWaterhouse where he earned a CPA. He later founded technology companies MicroTrek (financial risk management), Neptune Systems (logistics solutions) which he merged with Dallas Systems to form EXE Technologies taking it public in 2000. He also served as CEO of SensorLogic (M2M/IoT software), Qumu Inc. (secure enterprise video software), and Allegro Development (energy trading and risk management software). Mr. Hood is on the Board of Directors of OneNetwork, a cloud-based "demand driven" supply chain solution provider and spent 10 years on the Executive Board of Advisors at the SMU School of Engineering. He is a graduate of the Wharton School at the University of Pennsylvania and a published author of the book "Using Technology to Transform the Value Chain".

John E. Bernard, CPA President



Hire Date: March 1995

Education: MBA, magna cum laude, Oklahoma City University; Bachelor's Degree, Accounting, summa cum laude; University of Central Oklahoma; Bachelor of Music Degree, cum laude,

Oklahoma Baptist University

Licenses/Certifications: Certified Public Accountant (CPA)

Industry Experience: 21 years of operational energy conservation experience

Past Roles: Mr. Bernard has been a CPA since 1986; member of the Oklahoma Society of Certified Public Accountants. Eight years of experience with Kerr-McGee Corporation in a variety of financial and accounting capacities, including development and administration of budgeting and income projections for the Exploration and Production Division. Work with Ernst & Young and Southwestern Bell Telephone

Bryan D. Sons, CEM, CMVP, CSDP Chief Operations Officer



Hire Date: January 1996

Education: MBA, Houston Baptist University with dual emphasis in Computing System Design and Finance; Bachelor's Degree, Management Information Systems and Quantitative

Studies, Texas Tech University

Licenses/Certifications: Certified Energy Manager, Certified Measurement and Verification Professional, Certified Sustainable Development Professional

Industry Experience: 26 years of experience in energy management services, 21 years of experience in operational energy conservation

Past Roles: Mr. Sons is the former Senior Project Coordinator for Database/ Telecommunications for Exxon Computing Services Company Worldwide, and Technical Support & Computing Security Manager for Exxon Credit Card Systems, Exxon USA

Jack Bullock, PE, CEM, BESA Executive Vice President, Engineering



Hire Date: July 2008

Education: Bachelor of Science Degree, Mechanical Engineering, Kennedy Western University; AS, Electrical Engineering, Hutchinson College

Licenses/Certifications: Professional Engineer, Microsoft Certified Network Engineer, Certified Energy Manager, Certified Building Energy Simulation Analyst

Industry Experience: 33 years of experience with energy management systems

Past Roles: Mr. Bullock has numerous years of experience with the home and building control division for one of the leading control systems companies in the nation, earning many national awards and company certifications. He was nationally recognized as an engineering leader for being able to develop complex technical solutions to meet customer requirements.

Matthew Bower, PE, CEM, CIAQP, CMVP Executive Vice President, Operations



Hire Date: June 2009

Education: MBA, Indiana University; Bachelor of Science Degree, Civil/Environmental Engineering, Michigan State University

Licenses/Certifications:

Professional Engineer, Certified Energy Manager, Certified Indoor Air Quality Professional, Certified Measurement and Verification Professional

Industry Experience: Seven years of experience in energy conservation

Past Roles: Mr. Bower served two years with the Peace Corps as an Environmental Engineer in the small south African country of Lesotho. Returning to the United States, Mr. Bower taught high school math and coached tennis, and served as sales and project manager for a large general contractor.

Organizations: Avid triathlon competitor, and with his wife supports the Leukemia Lymphoma society through Team in Training events

Eileen Byrd, CPA, CEM, CMVP, CIA, CIAQP, CQE Senior Vice President, Quality Assurance



Hire Date: August 2010

Education: Master's Degree, Accountancy, Wayne Huizenga School of Business, Nova Southeastern University; Bachelor's Degree, Business Management, University of South Carolina-Aiken

Licenses/Certifications: Certified Public Accountant, Certified Energy Manager, Certified Internal Auditor, Certified Quality Engineer, Certified Quality Auditor, Certified Quality Technician, Certified Indoor Air Quality

Professional and Certified Measurement and Verification Professional

Industry Experience: Six years of experience in operational energy conservation. Leads Cenergistic's Data Quality division

Past Roles: Ms. Byrd's professional experience includes leading the internal auditing team for Alcon Laboratories

David Buroker, PE, CEM, CMVP, CQM Senior Vice President, Client Operations



Hire Date: June 2009

Education: Master's and Bachelor's Degrees, Industrial Engineering, Texas A&M University; MBA, Le Tourneau University. Licensed Professional Engineer, Texas

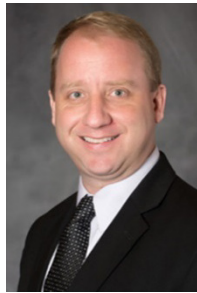
Licenses/Certifications:

Licensed Professional Engineer (TX), Certified Energy Manager, Certified Measurement and Verification Professional, Certified Quality Manager

Industry Experience: Seven years of experience in operational energy conservation services

Past Roles: Mr. Buroker's experience in operations, process management, and quality was gained through a variety of leadership roles with Eastman Chemical Company and EXEL Inc.

James Newkirk, CEM, CMVP
Senior Vice President, Client Operations

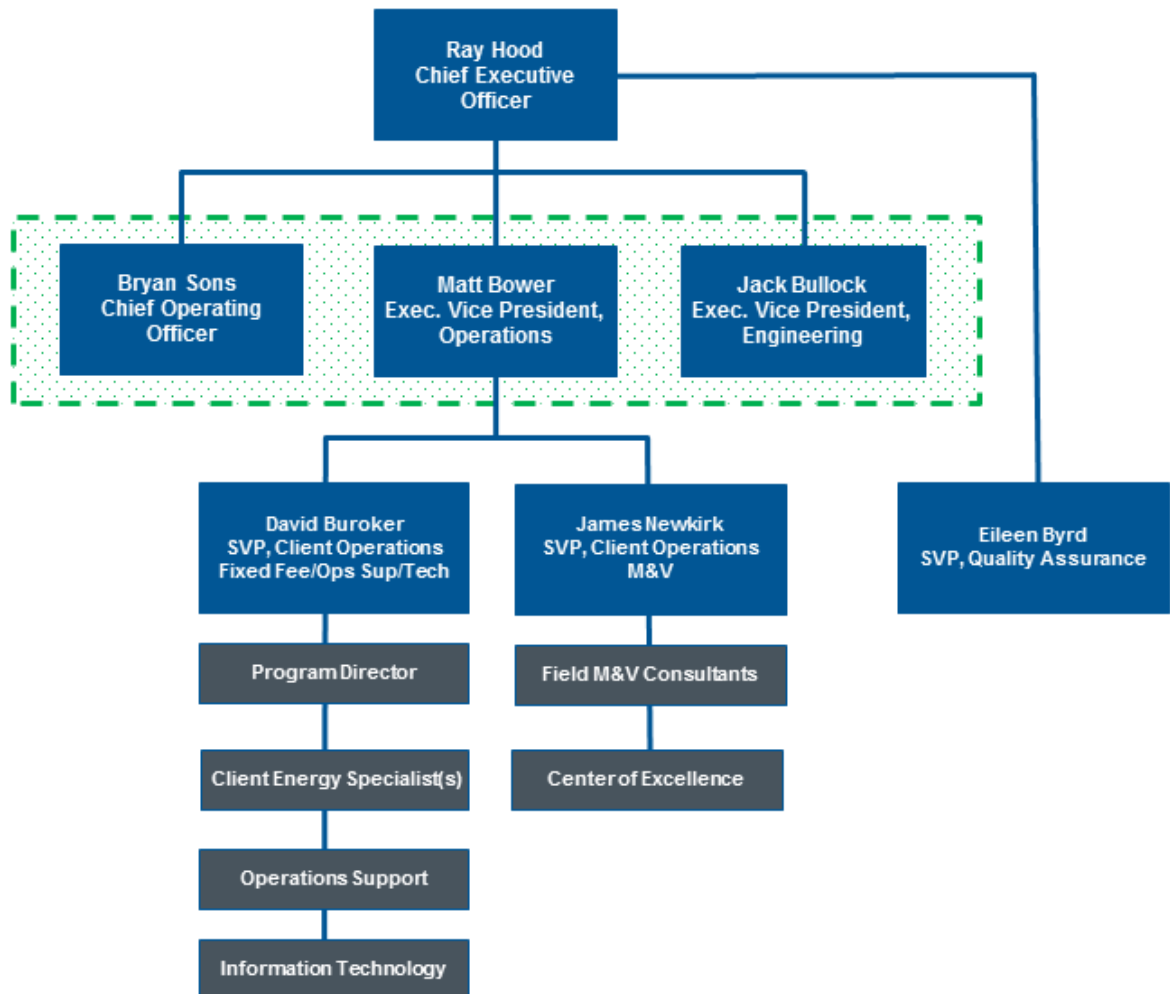


Hire Date: October 2012
Education: Master's Degree, National-Louis University, Chicago; Bachelor's Degree, English, Shepherd University, West Virginia
Licenses/Certifications: Certified Energy Manager, Certified Measurement and Verification Professional

Industry Experience: 12 years of experience in operational energy conservation

Past Roles: After a career in education, Energy Specialist for Marian County Schools, Ocala, Florida. In seven years, saved more than \$16 million. Earned \$600 thousand in non-match energy grants for the district.

3.3 Project Team Chart



SECTION 4: Services

For 32 years, Cenergistic has partnered with clients like those of the Educational Services Commission of New Jersey to reduce energy consumption for our clients through a highly effective behavioral energy conservation program. Achieving this goal requires a combination of practical experience in organizational behavior, technical expertise, the ability to effectively execute a complex program and the ability to teach an organization to own and sustain its tailored program for the long haul.

Using Cenergistic's technology, data, methodology and expertise, these clients have achieved energy savings averaging 26% and often significantly more.

Implementation Methodology

Cenergistic — 32 years of process and innovation

Expertise

- Program Managers
- Engineers & Analysts
- Center of Excellence
- Training Programs

Technology

- Command Center
- Building Simulation
- Smart Meter Interface
- Equipment Diagnostics

Analytics

- EnergyCAP®
- Opti-Commissioning
- Data Logging
- Remote Verification

implemented through

Energy Specialist(s)

- Embedded Support Staff
- Boots on the Ground
- Face of the Program

yields

Changed habits, behavior, operations and culture

RESULT

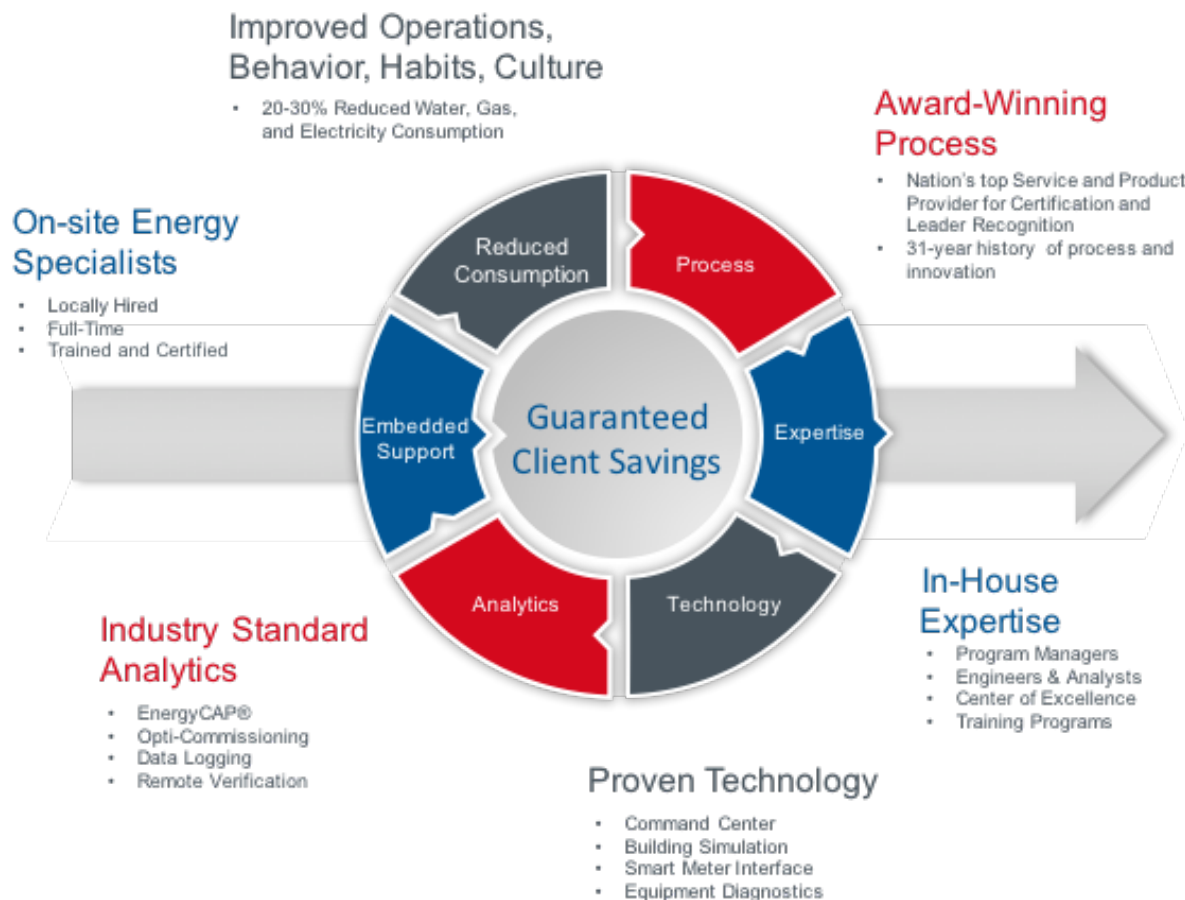
\$\$\$: Electricity, Gas & Water Consumption Reduced 20 – 30%

4.1 Program Approach

Cenergistic’s behavior-based energy conservation approach is much more than simply turning off lights and computers. It’s about changing organizational behavior: how each person in the organization understands, uses and saves energy for years to come.

Our energy conservation management approach provides our clients with more control over energy use with no upfront costs, no new equipment, and no equipment retrofits.

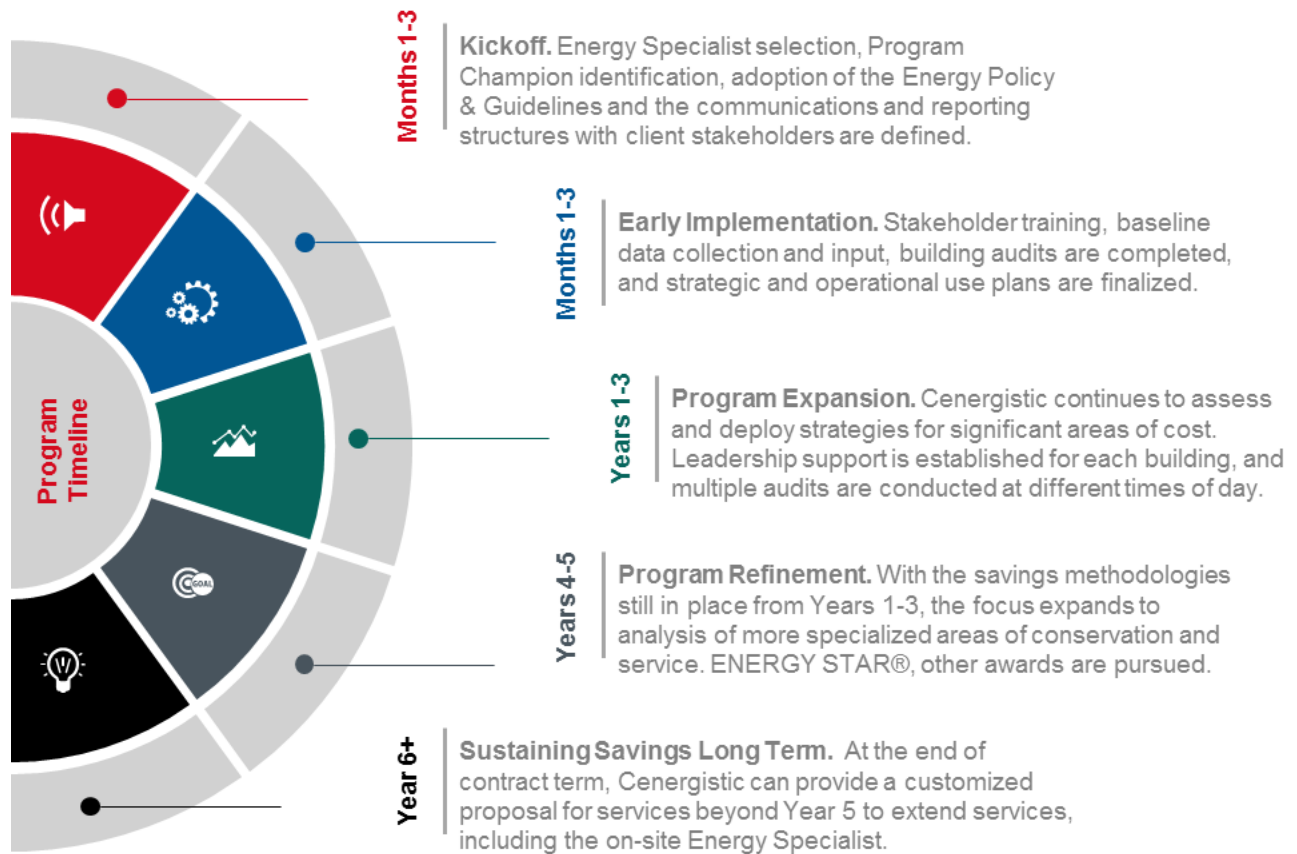
Cenergistic Behavioral Energy Conservation Approach



4.2 Implementation Plan

Cenergistic's Program Director, Program Director, will be the primary contact for The Educational Services Commission of New Jersey for the energy savings contract. Supported by Cenergistic's internal team of energy conservation energy experts, Program Director will lead and coordinate all program implementation tasks, as well as respond to any concerns.

Cenergistic Timeline to Savings



Program Kickoff

Cenergistic will work closely with each district to complete the following actions within the first 30 – 60 days following the contract start date.

- Select the On-Site Energy Specialist;
- Identify the Program Liaison;
- Define the Reporting Structure for the Contract Term;
- Gain Board and Superintendent Adoption of the Energy Policy & Guidelines; and
- Launch the Implementation Period.

Energy Specialist Selection (Months 1-3)

Cenergistic focuses on selecting the Energy Specialist who will be trained in carrying out the work of conservation awareness and measurement and verification of results. Because the Energy Specialist is employed by Cenergistic, there is no budget impact. Primary focal points during the first three months include the following:

- Provide posting materials and direction for securing applicants for the Energy Specialist position;
- Collaboratively interview candidates with ESCNJ representatives and select the Energy Specialist;
- Identify program champion and define program reporting structure; and
- Gain adoption of an Energy Policy & Guidelines from the Board and Superintendent.

Early Implementation Period (Months 1-0)

The goal of this period is to implement the energy program as quickly as possible within the organization to start saving money. It includes establishing strong leadership support, educating all groups within ESCNJ on the value of the program, the role of the Energy Specialist, how the program works, the importance of staff participation and adoption, and to begin changing habits in campus facilities. Some focal points during this period include:

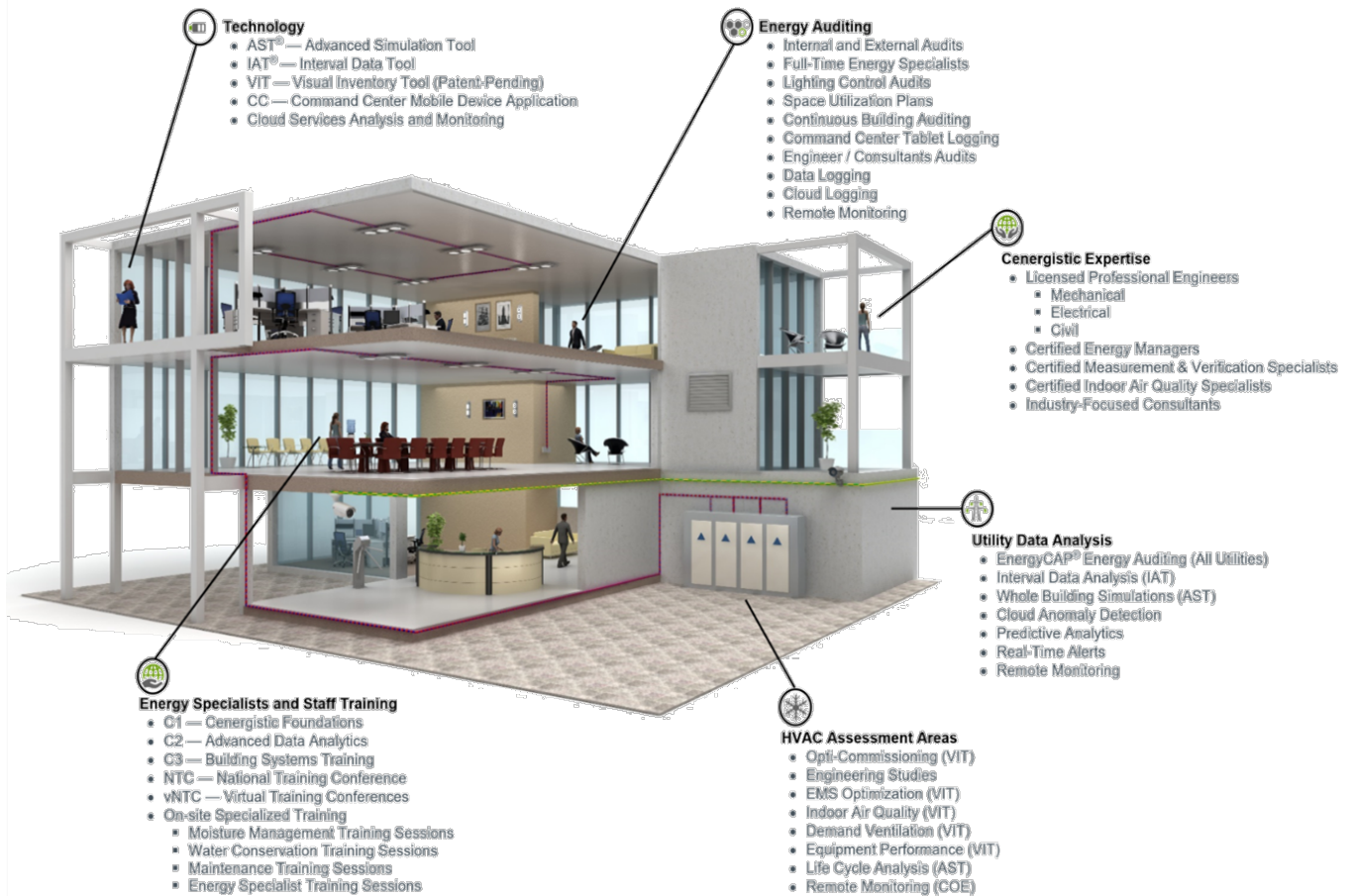
- Make initial presentations to key stakeholder groups: administration, maintenance, custodial, faculty, students, and staff;
- Training on online measurement and verification software, EnergyCAP® Professional;
- Gather billing information for the baseline period for campus facilities;
- Enter each campus facility's utility consumption, rates, and cost information into software by meter by month for baseline period;
- Enter adjustments to performance data to account for all non-program variances;
- Create operational/strategic plans and operating/use schedules for campus facilities;
- Estimate building savings potential for all campus facilities;

- Begin audit of campus facilities to ensure compliance to conservation plan and schedules;
- Utilize Cenergistic’s exclusive reporting and performance tracking tools;
- Review/finalize operational/strategic plans with facility building owners;
- Provide audit feedback to facility building owners on savings opportunities;
- Provide monthly savings reports to facility building owners; and
- Provide early program updates to the Board.

Technical Implementation

During the Technical Implementation period, Cenergistic Energy Specialists, Engineers and other experts focus on utilizing data from all sources with our analytics to drive the implementation team’s actions. Interval smart meter data — along with data from your energy management systems and observations from the Cenergistic Energy Specialists — will be analyzed by Cenergistic Engineers to identify opportunities. Cenergistic consultants and energy specialists work together to turn identified opportunities into realized savings.

Technical Consultants from Cenergistic focus on your complex buildings and will perform Engineering Evaluations prior to making changes.



Program Expansion (Years 1-3)

The goal during the Program Expansion period is to continue the assessment and recommendations for the facilities and for facilities constructed during the first year of program. Cenergistic automatically accepts all new facilities into the energy conservation program as part of the overall contract. Leadership support is established for every building during this phase, and ongoing facility audits are conducted around the clock and throughout the year.

Regular online reports and dashboards are generated for every facility and utility type, allowing comparative data analysis and benchmarking. Reports are also produced for senior leadership and the Board, ensuring accountability and program follow-through. The primary focal points during the Program Expansion period include:

- Expand the focus of the Specialist to provide additional program and educational coverage for campus facilities;
- Ensure Energy Specialist attends Cenergistic National Conferences. Other support staff are encouraged to attend Cenergistic training as well;
- Continue to create or refine operational/strategic plans and operating/use schedules for facilities;
- Monitor continuous auditing to ensure compliance to conservation plan and schedules
- Review operational/strategic plans with all facility building owners;
- Provide audit feedback to all facility building owners on savings opportunities;
- Provide monthly savings reports and dashboards to all facility building owners;
- Provide quarterly reports on program performance to the Board;
- Provide proactive media coverage tools as deemed appropriate; and
- Utilize diagnostic tools to monitor operating conditions in response to program changes.

Program Refinement (Years 4-5)

The goal during the Program Refinement period is to continue to expand the energy conservation effort to every facility, focusing on smaller changes and savings. The initial three years of the program focus on large changes and significant areas of cost, while the fourth and fifth years of the program dig more deeply into the habits and systems to capture any remaining savings.

In addition, organizations are constantly expanding and changing conditions in the environment. Cenergistic's program accounts for those changes, ensuring the program adapts to new facilities and different use patterns over time. The primary focal points during the Program Refinement period include:

- All educational, facility auditing, and program reporting services referenced in the Program Expansion phase;

- Ongoing feedback on the performance of the Energy Specialist;
- Ongoing training in more specialized areas of conservation and service;
- Pursuit of ENERGY STAR® and other national conservation awards and public relations opportunities; and
- Revisions to operational/strategic plans and operating/use schedules for all campus facilities, per changes to facility use patterns.

Long-Term Sustainment (Beyond Year 5)

Cenergistic aspires for each district to continue implementing its conservation program and realizing significant savings on an ongoing basis. In support of that goal, during the final year of the program's initial phase, Cenergistic and the client will meet to discuss the client's energy needs going forward — building on the established program.

Based on a collaborative needs assessment, Cenergistic may elect to provide a customized proposal for added services beyond Year 5. Those services may include, but are not limited to:

- Continued provision of on-site Energy Specialist;
- Investment grade audit and engineering support for infrastructure upgrades;
- Engineering simulation work;
- Independent Measurement and Verification Services for performance contracts; and
- Utility bill auditing and payment services.

Of course, proposal and pricing will reflect the projects and services the client chooses to implement. Pricing may be a fixed monthly retainer, a share of added savings, or some combination thereof.

A. Communications & Reporting

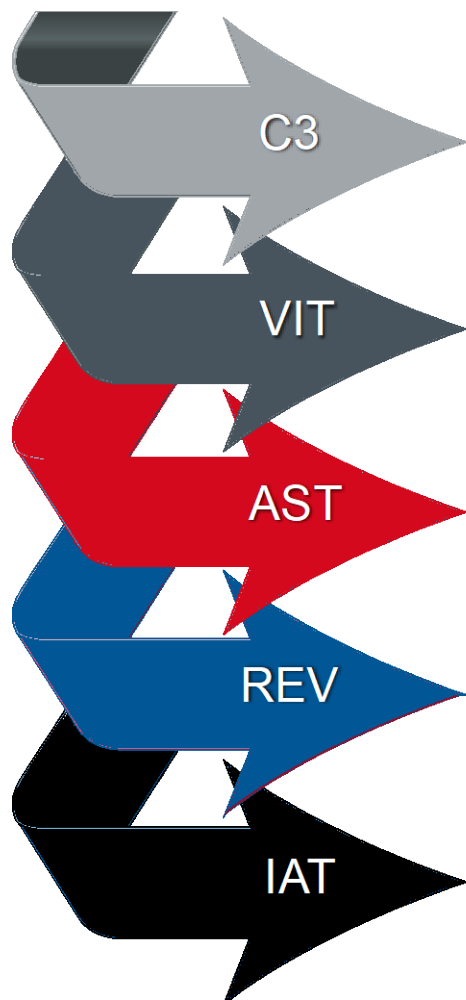
Throughout the program Cenergistic will provide implementation progress updates.

During contract years 1-5, each participating district will have access to online reports and dashboards through EnergyCAP® Professional. In addition, Cenergistic will provide the following standard reports:

- Monthly savings reports and dashboards;
- Quarterly reports on program performance;
- Ongoing feedback on the performance of the Energy Specialist;
- Ongoing training in more specialized areas of conservation and service; and
- Communications regarding the pursuit of ENERGY STAR® and other national conservation awards and public relations opportunities.

B. Proprietary Technology & Tools

Cenergistic uses cutting-edge, proprietary tools to optimize systems and drive savings. The chart below includes a sample of our proprietary tools.



Cenergistic Command Center

The Cenergistic Command Center is the information hub for the energy savings program. Command Center enables tablet-based energy auditing, task management and reporting for mobile energy program management direction to the Energy Specialist.

Visual Inventory Tool

Cenergistic's Visual Inventory Tool is a diagnostic tool for HVAC Systems that allows Cenergistic to check Building Management Systems (BMS) and Energy Management Systems (EMS) for issues, as well as optimize operations

Advanced Simulation Tool

The Advanced Simulation Tool separates equipment from behavioral savings, enabling Cenergistic to simulate changes to the system and understand the effect of building operations changes.

Remote Engineering Verification

Remote Engineering Verification provides EMS validation to deliver on demand engineering support, connecting Cenergistic's experts to the client.

Interval Analytics Tool

Cenergistic's Interval Analytics Tool is a smart meter data analytic tool that transforms smart meter data into savings.

C. Measurement & Verification

EnergyCAP Best-in-Class M&V Software

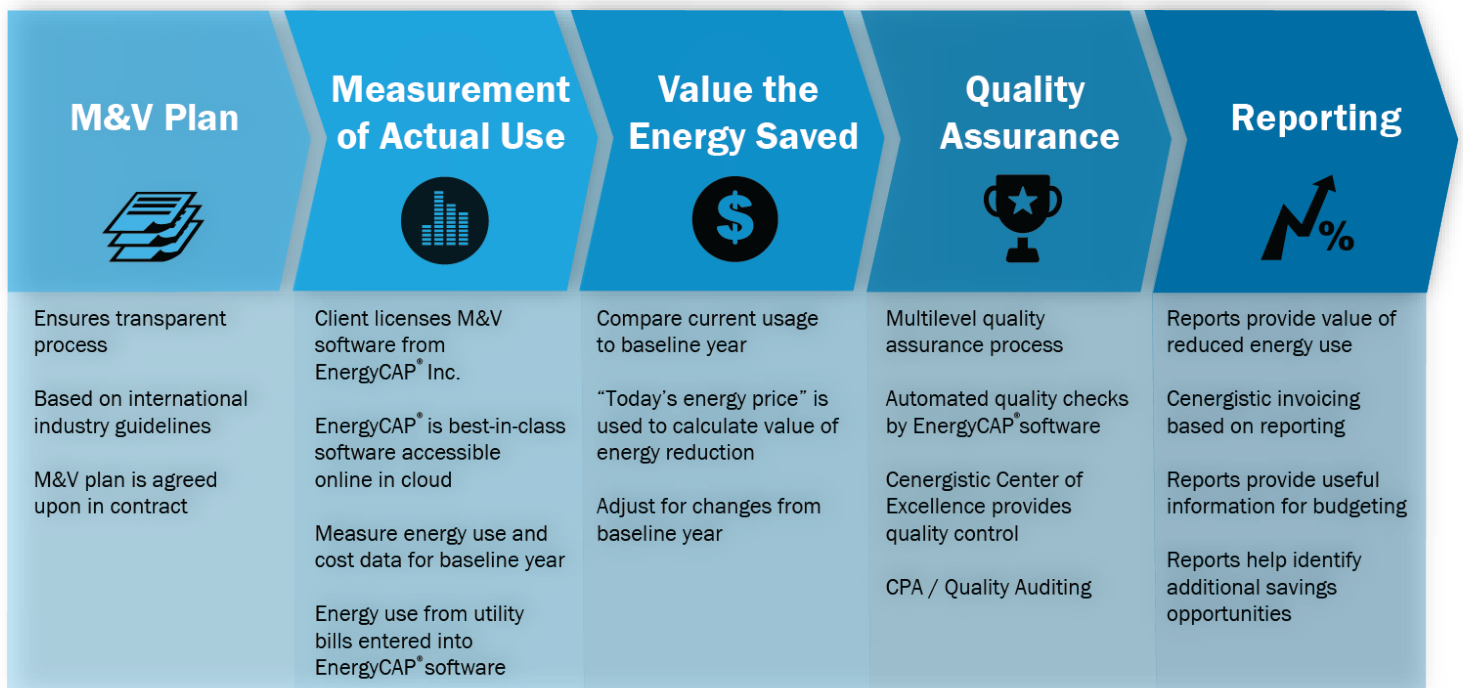


Cenergistic’s clients independently track, validate and report results using energy savings measurement and verification using EnergyCAP® Professional Online, an industry-leading utility accounting software program that adheres to IPMVP standards. All Cenergistic Energy Specialists are trained to support clients using EnergyCAP. EnergyCAP solves measurement and verification (M&V) challenges in the following areas:

- Sustainability & Compliance
- Utility Bill Management
- Reporting & Presentation
- Savings & Analysis

As part of the energy services contract with Cenergistic, each participating district will maintain an annual license with EnergyCAP for access and use of the software. The annual cost is delineated in Cenergistic’s detailed savings projection.

Figure 7: M & V Process



SECTION 5: Savings Projection Methodology

5.1 Savings Projection Methodology

Cenergistic's energy projection for the Educational Services Commission of New Jersey and its members is based on two major data sources:

1. Data specific to each participating district; and
2. Actual savings achieved for similar clients.

To calculate predicted savings, Cenergistic collects both historical and budgeted utility expenditures by energy type, growth trends in student enrollment, anticipated changes in square footage, number and types of buildings, the extent to which buildings are controlled by EMS and the extent to which buildings are air-conditioned. For those organizations that have previously provided similar information, the longer-term trend in enrollment and square footage growth and the resulting impact on utility expenditures is also analyzed.

Cenergistic then compares this data to industry and internal databases containing 31 years of statistical information on thousands of school districts, college campuses and universities. Our process looks for similarities between the organization being analyzed and a subset of Cenergistic clients using key metrics that are significant predictors of future energy savings potential. Geography, typical weather patterns and regional energy pricing information are included in this comparison, as well. These metrics reflect the size and complexity of the organization and provide a meaningful basis for assessing the savings opportunity that exists. Actual savings results for similar clients are a significant driver in calculating projected savings.

Cenergistic's projected savings methodology generates a conservative estimate, as actual savings ultimately depend on the commitment and pace of each client's implementation of our program. Actual savings typically exceed initial estimates.

A. Actual Energy Savings Calculation

Under Cenergistic's shared savings contract, actual energy savings are determined by comparing measured use at the building level before and after the start of program implementation, with appropriate adjustments for changes in conditions that are independent of the Program. The simple formulaic expression is:

$$\text{Avoided Energy Use (or Savings)} = \text{Adjusted-Baseline Energy} - \text{Reporting-Period Energy} \pm \text{Non-Routine Adjustments of baseline energy to reporting-period conditions}$$

Please see the M&V plan included in Cenergistic's standard contract in Section 6 for more details.

5.2 Program Risks

Unlike other contract models, Cenergistic bears the savings risk. Cenergistic does not charge a program or other fees. Our fee is simply a percentage of savings, as verified by EnergyCAP Professional Online third-party measurement and verification software.

A. Program Adoption & Training

Cenergistic provides full program adoption support and training for both the Energy Specialist and the designated Program Liaison.

B. On-Site Staff Management

On-site Energy Specialists are Cenergistic employees, and report directly to Cenergistic's Program Director, who provides routine performance evaluations and feedback.

C. Subcontractor Management & Performance

Cenergistic does not use subcontractors for any services under our energy services contract. Instead, we rely on our highly educated, qualified, and experienced in-house team of 254 engineers and professionals with a combined 1,400+ years of industry experience.

D. Timeline Return on Investment (ROI)

Because no upfront fees are paid, Cenergistic – not the client – bears the burden of investment risk.

5.3 Additional Program Benefits

Local Full-time Energy Specialist

Our three decades of success is rooted in the execution of Cenergistic's in-house expertise and patented technologies through an on-site, full-time Energy Specialist employed by Cenergistic. We work closely with each client to collaboratively identify, interview, and select a local candidate for this role. Beyond creating this local full-time job, Cenergistic provides comprehensive initial and ongoing training to ensure the Energy Specialist maintains the knowledge and skills required to achieve maximum savings.

Program Success Recognition

As part of Cenergistic's energy savings contract, in Years 4-5 of the program, Cenergistic personnel will coordinate with district personnel to seek recognition for the savings achieved. Specifically, Cenergistic will pursue ENERGY STAR and other national conservation awards as well as public relations opportunities. Since the start of the ENERGY STAR building certification program, Cenergistic clients have chosen this national recognition and third-party validation of their energy conservation success. Cenergistic's partnership with ENERGY STAR provides us with the opportunity to assist clients across the nation in receiving their own recognition for extraordinary work in people-oriented energy conservation. Cenergistic's clients have earned more than 10,000 ENERGY STAR awards and recognitions.

SECTION 6: Contract

We have attached as part of our response our standard contract template that is used with our clients and contains provisions we believe are critical for an effective management program. Additionally, the pricing has been left blank because there are variables that can impact the pricing (total square footage of facilities, utility spend and similar variables), but the pricing methodology will be the same for all of the Educational Services Commission of New Jersey members, reflecting a discount as compared to our standard pricing and including the 2% fee to ESCNJ.

6.1 The Benefits & Value of Cenergistic's Energy Savings Contract

For more than 32 years, Cenergistic has been helping public schools fund textbooks, teachers, tablets, and even new buildings through substantial utility bill savings achieved through our proven behavioral energy conservation program. Our proven program doesn't need new or retrofitted equipment to generate 20 – 30% savings, and maintains superior classroom comfort to provide students and teachers with the optimal learning environment.

A cornerstone of our program's client benefits is Cenergistic's Energy Savings Contract, which has been developed and fine-tuned over three decades to address the unique issues associated with behavior-based energy programs (as opposed to performance or equipment based programs) in public school districts. This concise document includes key provisions designed to maximize savings for our clients while minimizing risk. Each contract is coupled with a straightforward Measurement & Verification (M&V) Plan that clearly delineates the methodology and reporting for energy savings.

A critical differentiator in our contract is that Cenergistic's savings guarantee is based on actual, *not stipulated or projected savings*, and savings are determined using an *independent, third-party M&V software* that adheres to IPMVP (International Performance Measurement and Verification Protocol) standards.

On the following pages, we explain the client benefits for each major contract provision and commitments made by Cenergistic to the success of each energy program.

6.2 How Cenergistic's Terms & Provisions Benefit Our 1,400+ Clients

A. Program Implementation

- Cenergistic heavily supports leadership with program implementation, including assisting the development of a Board policy to communicate Board support for the energy program as encouragement to employees to support the energy program.
- We work with the districts to develop administrative guidelines for the program that will be customized to each educational and operational environment.
- We provide training and support for employees in use of the third-party software (EnergyCAP®) that will be used for calculating savings from the program.

- We collaborate with the senior-level business official (Program Liaison) for all aspects of program implementation.
- We provide additional education and training to the Program Liaison concerning EnergyCAP.
- We support the district's staff in implementing changes in the energy management systems to assure operations are conducted within the approved energy conservation guidelines.

B. Savings Determination

Cenergistic provides an accurate savings determination by building a baseline using each district's past 12 months of utility bills, and then adjusts current utility data to ensure the following:

- a true apples-to-apples comparison
- a correct calculation of savings from the program
- the exclusion of energy savings from other sources such as milder weather, installation of more efficient lighting or HVAC equipment, etc.

Our team of industry experts reviews the savings for accuracy and IPMVP compliance, then presents formal savings reports to the Program Liaison for approval.

C. Term

Based on our 32+ years of experience, we offer a standard five (5) year term to provide sufficient time for the change in the entire district's culture to become fully realized, leading to long-term energy sustainability.

D. Delayed Billing for Enhanced Cash Flow

Cenergistic bills in arrears, so that savings can accumulate before costs begin. During this initial period, Cenergistic implements the program's framework, including hiring the energy Specialist, building the baseline, beginning building audits, support approval of the Board Policy and Guidelines, and other implementation steps to get the program off to a very positive start.

E. Fees

Cenergistic's savings guarantee ensures that each district's costs over the course of each Performance Year are paid through savings or Cenergistic will reimburse the difference. Our savings guarantee protects your district from financial risk.

F. Contract Termination

Our contract allows your district to terminate the contract for convenience with a 60-day notice. There are no fees, only reimbursement to Cenergistic for our costs and expenses that have not been recouped prior to termination.

G. Proprietary Program

Cenergistic shares Proprietary Information that is critical to program success, including technology (patented software programs to assist with finding savings), specific recommendations, recommended procedures and proprietary documents.

H. Program Continuation

Upon completion of the contract term, each district has the option to extend the contract and continue to receive all the benefits of Cenergistic's energy savings program.

I. Measurement and Verification Plan

In addition to our standard contract, we provide a separate Measurement and Verification Plan (M&V Plan) that clearly sets out how the savings will be determined and the various steps included in determining savings.

Unlike some energy management services providers, our M&V Plan adheres to the requirements of the International Performance Measurement and Verification Protocol (IPMVP)

Our M&V Plan has been reviewed and approved by Cenergistic's Vice President of Data Quality and Diagnostics Expert, two industry professionals with notable accounting, energy management, and engineering licenses and certifications:

Eileen Byrd, CPA, CEM, CMVP, CIA, CIAQP, CQE — Senior Vice President, Data Quality

Education: Master's Degree, Accountancy, Wayne Huizenga School of Business, Nova Southeastern University; Bachelor's Degree, Business Management, University of South Carolina-Aiken

Licenses/Certifications: Certified Public Accountant, Certified Energy Manager, Certified Internal Auditor, Certified Quality Engineer, Certified Quality Auditor, Certified Quality Technician, Certified Indoor Air Quality Professional and Certified Measurement and Verification Professional

Energy Savings Contract

This energy savings contract is made available to Educational Services Commission of New Jersey ("ESCNJ") members through a cooperative purchasing agreement contract awarded by ESCNJ to Cenergistic LLC ("Cenergistic"). This cooperative purchasing contract is between [Member Name] ("Member") and Cenergistic LLC ("Cenergistic"). This contract is subject to all applicable federal laws and laws of the State of New Jersey.

Cenergistic® delivers customized, comprehensive people-driven energy conservation programs that focus on changing human behavior to help school districts, churches and higher education clients reduce their consumption of energy and water without any equipment upgrades. Implementation of these programs is guided by Cenergistic's team of energy consultants - together representing several hundred years of public school energy conservation experience. Cenergistic's clients can invest the financial savings that result in the lives of the people they serve, rather than in utility companies. Cenergistic guarantees the success of these programs as set out in paragraph 8 below. To date Cenergistic has served more than 1,425 clients in 48 states.

Cenergistic has offered to build and provide a customized energy conservation program that is focused on organizational and behavioral change and is designed with the following goals:

- Save dollars that the Member can reinvest in the people it serves;
- Preserve a quality learning environment for the Member's children;
- Conserve energy for a positive impact on the environment; and,
- Increase awareness to empower energy users to be energy savers.

Cenergistic will help the Member pursue these goals through implementation of its energy conservation program. Central to the success of this program is the recognition of shared responsibility between Cenergistic and the Member as the program is initiated and implemented. Cenergistic provides extensive resources, education and onsite training, action planning, and other conservation-related services, while the Member works cooperatively to implement Cenergistic's program.

As a part of this shared responsibility, Cenergistic offers a *QuickStart* during the early months. During the *QuickStart* the Member Monthly Fees are paid in arrears to allow time to receive, process and record all utility bills into the software, and to finalize savings calculations and reports; at the same time Cenergistic delivers focus on priority elements of its Cenergistic energy management program for a quick start. The *QuickStart* also allows for acceleration of savings for the Member before Monthly Fee payments begin.

The parties therefore agree as follows:

1. **Program.** On _____ (“Start Date”) Cenergistic shall begin its work on this contract to provide the Member with a people-driven energy management program that is customized to enable the Member to reduce consumption of energy (“Program”).

2. **Energy Consultants.** A Cenergistic team of energy consultants shall deliver the Program to the Member as follows:

- Through Cenergistic’s on-site and ongoing assessments of the Member’s facilities and based on Cenergistic’s experience in having assessed thousands of client facilities, Cenergistic’s energy consultants shall deliver hundreds of recommendations that are specific to the Member’s environment.
- Cenergistic’s energy consultants shall guide and assist the Member’s Program implementation following Cenergistic’s proven methodology, the Cenergistic energy management program.

3. **Energy Specialist.** (a) Onsite Assignment. Program implementation requires a daily focused effort in the Member’s facilities and areas. One or more Cenergistic employed energy specialists (“energy specialist”), and the use of technology will be used to assist the Member with making conservation a priority while positively engaging people to conserve energy. Cenergistic will adequately staff the Program for optimal success through a combination of an energy specialist, onsite engineer and energy expert visits, use of monitoring technology and remote support through our EMS and engineering group in Dallas. Cenergistic shall take immediate actions to identify and employ the energy specialist for the Member. The salary or contract expense for the energy specialist will be paid by Cenergistic. The Member Human Resources Department will participate in the Welcome Call to be conducted at a mutually agreeable time following the signing of this contract and will assist and cooperate with Cenergistic in making information concerning employment information and options as an energy specialist available to Member employees. The Member Human Resources Department will also assist with internally publicizing, posting, distributing information and coordinating Job Information Sessions and interviews by Cenergistic for a prospective energy specialist. In the event the Program is suspended for reasons set out in paragraphs 7(b) or 8(a) below, the Member shall reimburse Cenergistic for the compensation of the energy specialist during the period of Program suspension. Cenergistic will not assign an energy specialist to the Member that is unacceptable to the Member (which acceptance shall not be unreasonably withheld).

(b) Duties. The primary duties of the energy specialist will be to spend time in the Member’s facilities to identify savings opportunities and to work closely with the Member’s people to execute proven implementation strategies to change behavior linked to energy consumption. The effective management of energy information is also important for achieving positive results through accountability. For this the energy specialist will work to maintain energy consumption and other information related to energy use in the Member’s facilities and areas. The energy specialist will use the EnergyCAP® energy accounting software program from EnergyCAP, Inc. (“Software”).

(c) Local Resources. Within 30 days after the selection of the energy specialist, the Member will provide the energy specialist with office space, an office phone, internet access, email address, on-campus parking, building keys and alarm codes. Use of these resources is subject at all times to Member policies and procedures. If requested due to safety or security concerns, the Member

will provide a commissioned security officer to accompany the energy specialist while performing facilities assessments outside of normal business hours.

4. **Program Implementation.** (a) Prompt Start. Once Cenergistic has assigned an energy specialist to work on-site, the Member will promptly begin and then continue to implement the Program.

(b) Commitment and Communication. In Cenergistic's experience, the success of the Member's Program implementation will be a function of the demonstrated commitment of the school board, superintendent and other administrators, e.g. through timely communication of high level support for the Program. More specifically, no later than 60 days after the Start Date, the school board must adopt an appropriate policy and the administration must adopt appropriate administrative guidelines reflecting the Member's commitment to the Program. The Member shall communicate these guidelines to its people, construction contractors and on-site management service providers, if any. Cenergistic will facilitate semi-annual progress reports for the school board. The Member will make its utility records available for review and copying on request of the energy specialist, Program Liaison or Cenergistic.

(c) Software Tool. The effective management of energy information is a first step to achieving positive results through accountability. Energy consumption will be accounted for by using a third party software program, EnergyCAP®, with which Cenergistic's energy consultants are knowledgeable and trained to provide support to the Member. No later than 90 days after the Start Date, the Member must license the EnergyCAP® energy accounting software program from EnergyCAP, Inc., or, if later recommended by Cenergistic to its clients (e.g. because EnergyCAP® ceased to be available), an alternative software program ("Software"). The Member's cost for the Software will initially be \$ [REDACTED] per year and will not increase during the first two years. Cost increases in year 3 and following, if any, will be determined by EnergyCAP. Data input and maintenance will be managed and controlled, at Cenergistic's option, either by the Energy Specialist or at Cenergistic's corporate office, with Member access to review all data entry.

(d) Program Liaison. Within thirty (30) days after the Start Date, Cenergistic and the Member will discuss and collaborate on identifying one of the Member's senior-level business officials to serve as the liaison and primary point of contact for the Member on the Program ("Program Liaison"). The Program Liaison should be accessible and responsive to Cenergistic for communication and meetings and may not be someone who is unacceptable to Cenergistic. Cenergistic will offer education and training for the Program Liaison (and any replacement Program Liaison) to effectively serve in the role, with an emphasis that will promote the Program Liaison's role in reviewing all savings determinations. To assist in the education and training, at the next scheduled session after the Start Date, the Program Liaison shall attend, at Cenergistic's expense, the EnergyCAP workshop provided by EnergyCAP Inc. in Dallas, TX. The Program Liaison may bring other Member representatives to the EnergyCAP workshop, at Member expense. In the event there is a replacement Program Liaison, after designation for that position, that person shall attend the next offered EnergyCAP workshop, at Cenergistic's expense, in Dallas, TX. The Program Liaison position shall not be vacant for more than thirty (30) consecutive days during the Term of the contract.

(e) Access, Authority and Control. The energy specialist needs to have access to the Member's systems controls, including the energy management systems ("EMS"), and the authority (in communication and coordination with other Member personnel) to make changes so that facilities are not operated outside of the established policy and guidelines. The energy specialist needs the authority to: (1) program the EMS including changes in the temperature settings and run times of EMS controlled

equipment (e.g. HVAC, water, heating and lighting systems), and (2) change settings and run times for each facility's equipment and systems (e.g. lighting, sewer and water systems, time clocks and thermostats) that are not controlled by the EMS. The energy specialist will not have authority to make any changes that violate Member established policy and guidelines and the Member retains the right to suspend access of the energy specialist to the energy management systems ("EMS") at any time. In the event of such a suspension the Member will immediately inform Cenergistic of the suspension and the basis. The Member shall provide such access and authority to the energy specialist within 30 days of the energy specialist's employment start date. In order to evaluate and track occupant comfort, within 30 days of the energy specialist's employment start date, the Member will set up or expand its internal procedure to ensure that all comfort feedback is immediately routed to the energy specialist. This contract does not alter the Member's exclusive right of control over its people and facilities and its pre-existing responsibility, if any, to provide reasonable premises safety.

(f) No Third Party Interference. The Member shall not allow any third party to interfere with the Member's Program implementation.

5. **Savings Determination.** (a) General. Energy savings are determined in accordance with the Measurement and Verification Plan ("M&V Plan") attached hereto by comparing measured use before and after the start of Program implementation, with appropriate adjustments for changes in conditions that are independent of the Program. The simple formulaic expression is:

Avoided Energy Use (or Savings) = Adjusted-Baseline Energy – Reporting-Period Energy ± Non-Routine Adjustments of baseline energy to reporting-period conditions

The energy specialist shall use the Software to calculate the Member's savings by subtracting the energy actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year (as defined below) from the use in the Base Year (as defined below), plus or minus any Adjustment Variables (as defined below), and applying the price (based on the blended rate to the Member for each type of energy purchased by the Member for all sources of energy except for solar which shall be valued as set out in paragraph 5(d)(iii) below) ("Savings"). The "Total Savings" means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit), in accordance with current industry-accepted valuation methodology. Savings reports shall be delivered to the Program Liaison for review and verification. The Program Liaison will work diligently to review reported Savings and will present any questions about the savings reports within five business days of receipt. Cenergistic's projections of Total Savings when using the Program are based upon energy consumption and other data furnished by the Member.

(b) Baseline Period. A baseline period will be established as set out in the attached M&V Plan by Cenergistic and the energy specialist, in consultation with the Program Liaison. Unless modified as set out below, the Software will be used to establish a baseline period consisting of 12 consecutive months that precede the Start Date ("Base Year"). The Member represents that the historical utility usage data provided to Cenergistic for the purpose of savings projections is accurate. If it is later determined that either: 1) there is a variation between the data provided and the accurate utility usage of ± 5% or more or, 2) changes in the 12 months preceding the Start Date would cause those 12 months to not accurately reflect actual pre-program usage by the Member ("variation"), Cenergistic may select as the Base Year an alternate 12-month period from the 36 months preceding the Start Date. For new construction, the energy specialist and Cenergistic, in consultation with the Program Liaison, will use detailed, calibrated simulation analysis to compile the Base Year.

(c) Reporting Period. Each reporting period will be a 12 month period (“Performance Year”). The first Performance Year will begin on Start Date (as defined below) and end after 12 months (“First Year”) and each Performance Year is consecutively named. The “Second Year” means the 12 month reporting period following the end of the First Year, the “Third Year” follows the Second Year, and so on. A performance year may be suspended as set out below. Using the Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.

(d) Appropriate Adjustments. (i) Adjustments to the baseline shall be made in accordance with the M&V Plan to recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use for the two time periods to an equivalent set of conditions.

(ii) The Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities (“Adjustment Variables”): outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; number of days in the billing period; energy rates; and reasonably estimated energy loads added or reduced after Program implementation.

(iii) The Software also allows other appropriate adjustments for a more accurate Savings calculation. If the Member has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information can be used to create a more accurate statistical model for the Member. The Member shall communicate the Member’s energy conservation guidelines to its construction contractors and on-site management service providers, if any. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the guidelines are not substantially followed by third party construction contractors or on-site management service providers; (b) the Member chooses not to substantially implement Cenergistic’s water conservation recommendations; or, (c) there are equipment malfunctions that negatively impact program savings. Agreement concerning the calibrated simulation or appropriate adjustments will not be unreasonably withheld by either party. In the event solar electricity is implemented by the Member, the parties agree to a process that recognizes net metered electric generation to exclude any solar production from the reported EnergyCAP use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in EnergyCAP to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as “average unit cost” is defined in this contract and Measurement and Verification Plan). If the Member fails to substantially implement the program as determined by Cenergistic in its sole discretion, the Performance Year can be suspended until the Member is substantially implementing the program. If a Performance Year is suspended, it will consist of twelve non-consecutive months; however, for purposes of determining savings, savings, if any, during the suspended period shall continue to accrue.

(iv) The data will continue to be reviewed for accuracy during the term of the Contract. In the event there are inaccuracies in the data or there are data entry errors (i.e. information not known at the time, incorrect meter reading or data entered into the Software incorrectly), the data may be updated to correct such errors that occurred during the twelve (12) months immediately preceding the latest monthly billing statement. Data prior to the twelve (12) months immediately preceding the latest monthly billing statement will be deemed to be accurate by the parties.

6. **Term.** This contract shall be for a term beginning on the Start Date and ending on the last day of the Fifth Year ("Term").

7. **QuickStart and Monthly Fee.** (a) QuickStart. The *QuickStart* period shall begin on the Start Date and end three months after the Start Date ("QuickStart"). The Monthly Fees for the *QuickStart* shall be paid in arrears as set out in 7(b) below. In the event the Performance Year is suspended as set out in paragraph 5 above, the monthly fees for the suspended period shall be deferred and the term shall be extended until 60 monthly fee payments have been made.

(b) Monthly Fee. The Member shall pay Cenergistic a fee of \$ [REDACTED] ("Monthly Fee") per month for 60 consecutive months ("Fee Period"). The Member shall pay the first Monthly Fee in the fourth month after the Start Date and Cenergistic will bill the Member on the 1st of each month for each subsequent Monthly Fee. As indicated in paragraph 7(a) above, the Monthly Fees will be invoiced in arrears beginning the 1st day of the fourth month following the Start Date. The Monthly Fees are being billed in arrears to allow time to review, process and record all utility bills and adjustment data into the ECAP software and to finalize the savings calculations and reports. The necessity of billing in arrears will not alter the Member's obligation to pay sixty (60) Monthly Fees. Failure to pay the billing statement within 60 days after it is due, at Cenergistic's option, shall result in the Program being suspended (including, without limitation, the suspension of consultant and energy specialist participation in the Program). Savings shall continue to accrue during any suspension for failure to pay the billing statement.

(c) Administrative Fee. Cenergistic will pay ESCNJ a 2% administrative fee on a quarterly basis based on payments received from Member and/or the participating Members. Quarterly reports must be submitted within 15 days of the quarter's end.

(d) Additional Members. In the event the Member acquires, contracts with, or otherwise becomes responsible for educational services for another member ("acquired member"), or is requested by another member ("requesting member") to allow the energy specialist to provide energy management support, the Member agrees to not share, utilize, or include the Program (including the use or services of the energy specialist trained by Cenergistic) to any extent, in any facilities in the acquired or requesting member without Cenergistic's express written consent and payment of additional fees as mutually agreed.

8. **Savings Guarantee.** (a) Cenergistic's commitment to the quality of the Program is evidenced by Cenergistic's Savings Guarantee (as defined below). Cenergistic shall reimburse the Member for the difference if the Member's Costs (as defined below) exceed its Total Savings, computed from the Start Date to the end of any Performance Year during the Term ("Savings Guarantee"). Due to the cumulative nature of the Savings Guarantee it is necessary to specify that Cenergistic shall not make reimbursement for amounts that Cenergistic has already reimbursed for a prior Performance Year. To be eligible for the Savings Guarantee the Member must have substantially implemented the Program. If Cenergistic reasonably determines that the Member is not substantially implementing the Program, Cenergistic shall give the Member written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations for appropriate Member action) and, at Cenergistic's election, the Performance Year and payment of the Monthly Fees shall be suspended for a period of up to four months as time to remedy. The Member shall act within a reasonable time to cure such failure, with curative steps being taken within sixty (60) days after receipt of the written notice referenced above. If the parties are unable to agree on whether the Member is substantially implementing the Program, the parties agree to meet to resolve the differences as set out in paragraph 13(c) below.

“Substantial implementation of the Program” does not require the Member to have implemented the Program in every detail. To “substantially implement” the Program means that the process of implementation is material to the extent that the program functions as intended. It requires that the Program has been implemented in its material elements, or almost fully implemented. Without limiting the foregoing, the following shall be a lack of substantial implementation for purposes of this paragraph: (i) failure to pay a billing statement within 90 days from the due date; (ii) failure to approve the administrative guidelines within 60 days of the start date; or, (iii) if the Member directs Cenergistic to stop work for reasons other than a material breach of this contract and such notice is not withdrawn within sixty (60) days after initial delivery to Cenergistic. The “Member’s Costs” means the total amounts paid for the initial and renewal costs of the Software, and the Monthly Fees. Cenergistic shall pay the Member a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by Cenergistic and the energy specialist. If Cenergistic fails to make a required reimbursement, the Member may terminate this contract without a payment of a Work Fee and recover the amount of the required reimbursement from Cenergistic.

(b) The Member shall refund prior reimbursements on the Savings Guarantee to Cenergistic if (1) the Total Savings exceed the Member’s Costs, computed from the Start Date to the end of a later month during the Term, or (2) the Member exercises its right of Termination for Convenience (as defined below). The Member shall pay Cenergistic a required refund: (1) no later than 90 days after the results for such later month have been finalized by Cenergistic and the energy specialist, or (2) on the effective date of a Termination for Convenience.

9. **Termination for Convenience.** (a) Termination for Convenience by Member. As provided in this contract Cenergistic anticipates a long-term relationship and remains committed to the Member through the Term and beyond. However, the Member may terminate this contract for any reason and without cause as provided in this paragraph. To validly exercise this right to terminate for any reason and without cause (including if there is no appropriation of funding or for any other termination that is not based on Cenergistic’s failure to perform its material obligations under this contract) (a “Termination for Convenience”), the Member shall provide Cenergistic with at least 60 days prior written notice and shall pay Cenergistic a Work Fee to compensate Cenergistic for its Intellectual Property, the work performed by Cenergistic and for the benefits received by the Member (and not as a penalty) (“Work Fee”), with the calculation based upon the date of termination, as follows:

<p>Contract Start Date through the end of Performance Year One</p>	<p>a. Payment for the value of Cenergistic’s Intellectual Property and the continuing benefits of the program after termination: in the amount of \$ [REDACTED] which represents 15% of Projected Performance Year One Total Gross Savings per the Cenergistic matrix; plus</p> <p>b. \$700 per day, for each Cenergistic employee on-site from Start Date through the termination date to cover costs including overhead</p>
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Performance Years Two through Four	An amount equal to the preceding twelve Monthly Fees
Performance Year Five	The lesser of: (a). the remaining fees due under the contract; or, (b). an amount equal to four Monthly Fees

Upon a Termination for Convenience, the Work Fee shall include the following additional amounts which the Member shall pay Cenergistic: the unpaid Monthly Fees but only through the termination effective date (including any months which were deferred because of a suspension of the Performance Year as set out in paragraph 5 above), and (b) if the effective termination date is in Performance Year 2 or a subsequent Performance Year, an amount equal to multiplied by the number of months during the *Quick Start*. A Termination for Convenience voids the Savings Guarantee. This termination right does not limit the rights and remedies of the Member. More specifically, if Cenergistic fails to perform its material obligations under this contract, the Member's legal rights and remedies are not limited by the terms of this paragraph. If the Member contends Cenergistic has committed a material breach of the contract, the Member will provide written notice to Cenergistic specifically describing the breach and giving Cenergistic a reasonable opportunity and time (not less than 30 days) to cure the claimed breach before taking other action. If the material breach is not remedied by Cenergistic following the notice as set out above, the Member may terminate this contract without any obligation to pay a Work Fee.

(c) Termination for Convenience by Cenergistic. In the event Cenergistic determines there are unanticipated factors or changes that occur during the Term that make continuation of the Program unsustainable, upon giving the Member sixty (60) days prior written notice, Cenergistic shall have the right to terminate this contract without any payment or other obligation. In such event, the Member will be entitled to retain all residual savings after the date of termination from the Program without payment of Monthly Fees for such period and shall not be required to pay a Work Fee. Unanticipated factors or changes shall include, without limitation, the following: unusual building or operational conditions, equipment defects, inability to hire and/or retain a qualified energy specialist, or other factors not in Cenergistic's control that would materially and negatively impact savings or savings potential.

10. **Termination Event.** Upon termination of this contract or discontinuation of the Program at the end of the Fee Period the Member shall promptly: (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the Member in connection with the Program, including all copies thereof; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic; and (c) cease using the Proprietary Information and implementing the Program. Notwithstanding the foregoing, the Member is not prohibited from: (i) using energy conservation information that is in the public domain or is obtained from sources other than Cenergistic, or (ii) hiring a person (other than an energy specialist trained by Cenergistic) to assist with monitoring energy use or consumption.

11. **Proprietary Program and Information.** (a) The Member will have access to and use of Cenergistic's energy management program as well as materials that are copyrighted, trade secrets and other information that is proprietary to Cenergistic (collectively "Proprietary Information"). Furthermore, the Proprietary Information also includes all database files created using the Software.

(b) The Member agrees that the Proprietary Information (including all copies) continues to be Cenergistic's property and should be kept confidential to the full extent permitted by law. The Member shall give Cenergistic written notice and an opportunity to respond if the Member receives a third party request for Proprietary Information. The Member shall not disclose the Proprietary Information to any unauthorized person or use it outside of the Member or this contract. The Member shall assist Cenergistic in the protection of the Proprietary Information. The Member's obligations under this paragraph survive termination of this contract.

(c) While under contract with Cenergistic and for a period of two years following the termination of this contract, the Member will not solicit, hire or retain any Cenergistic employees or contractors for employment or other work at or for the Member.

12. **Program Continuation Phase.** After the Term, the Member will have the option to continue partnering with Cenergistic upon the same terms as set out in this Contract to sustain and grow energy program savings. No action will be required by either party to continue the Program beyond the Term, but if the Member chooses not to continue the Program beyond the Term or to terminate at any time after the Program has been continued beyond the Term, it will provide sixty (60) days written notice to Cenergistic. There shall be no Work Fee in the event of cancellation after the end of the Term.

13. **Miscellaneous.** (a) This contract constitutes the entire agreement of the parties with respect to the subject matter of this contract. This contract supersedes the parties' prior communications, requests, responses, proposals, offers and agreements, if any. This contract may be modified only by a writing signed by the parties. Invalidity or unenforceability of one or more provisions of this contract shall not affect any other provision of this contract. The attached Schedule 12(b) includes Cenergistic's affirmative action agreement in compliance with N.J.S.A. 10:5-33 et seq. and N.J.A.C. 17:27.

(b) In an action to enforce or construe this contract in a court with competent jurisdiction, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees and costs of court.

(c) **Dispute Resolution.** Open communication and cooperation of the parties is vital to the success of the Program and to the settlement of disputes if they arise. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at the Member to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this contract shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

(d) **Counterparts.** A signed copy of this Contract delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

Each party is signing this contract on the date stated under that party's signature.

[Member Name]

CENERGISTIC LLC

By: _____

By: _____

Name _____

Name: Ray Hood

Title: _____

Title: CEO

Date: _____

Date: _____

ESCNJ, New Jersey K12 FIXED-ES CONTRACT v.2 051518

MEASUREMENT AND VERIFICATION PLAN

This Measurement & Verification Plan (“M&V Plan”) is prepared for [Member Name] (“Member”) (the “Organization”) by Cenergistic and is agreed to by the parties as the M&V plan in accordance with the protocols of the International Performance Measurement and Verification Protocol (“IPMVP”) for the energy program delivered by Cenergistic pursuant to the contract with a Start Date of _____.

This M&V Plan is prepared in accordance with Section 7 of IPMVP Core Concepts (EVO 10000-1:2016).

The IPMVP guideline, developed and maintained by the nonprofit Efficiency Valuation Organization (see www.EVO-World.org), is the most current and widely-recognized guideline promulgated by a non-profit and impartial source. The IPMVP is the product of an international consortium of volunteers working together to promote standardized methods for the correct valuation of energy efficiencies.

IPMVP includes guidance for many types of energy management initiatives and circumstances; not all guidance is applicable in all cases. The purpose of this M&V Plan is to document how the M&V guidance contained within IPMVP will be specifically applied to this contract. In cases of variance between specific provisions of IPMVP and this M&V Plan, this Plan takes precedence.

- 1. Facility and Project Overview** Cenergistic energy programs are people driven programs that include multiple facilities and conservation steps. The program scope and list of measures are described within the contract.
- 2. ECM Intent** The energy conservation measures (“ECMs”) reduce electricity, gas, water and other energy usage and cost, depending on the specific facility. Many varied ECMs will be used to achieve the savings. The expected savings will be an amount in excess of the cost of the program in accordance with the Savings Guarantee. ECMs will be operational in nature (not equipment, facility or hardware retrofits) and are generally categorized as turning off energy-using systems when not necessary, setting back energy-using systems when possible, and improving efficiency of energy-using systems when in use. Space conditions, during both occupied and unoccupied periods, will change as necessary to comply with the organization’s published energy policy and administration guidelines.
- 3. Selected IPMVP Option and Measurement Boundary** IPMVP Option C (Whole Facility) will be used for savings determination because it is the most appropriate M&V method for total facility energy reduction when all energy-using systems are affected and ECMs cannot be isolated, submetered or simulated by computer model. Option C was also chosen because many ECMs will be involved, and some of them cannot be directly measured. Utility meters for electricity, gas, water and sewer will be included in the savings M&V for the organization. Together, these meters will account for all energy use by each facility. The total savings is the sum of savings for each facility. The measurement boundary includes all facilities and infrastructure owned and leased by the Organization. In the event metering equipment is determined to be unreliable, unavailable, or does not measure the effect of the ECM, Option A (Retrofit-isolation: Key Parameter Measurement), Option B (Retrofit Isolation: All Parameter Measurement) or Option D (Calibrated Simulation), will be used.
- 4. Baseline: Period, Energy and Conditions** Using the Software (as defined in the contract, hereinafter “Software”), a baseline period shall be established for each meter consisting of 12 consecutive months (or 24 consecutive months when conditions warrant an expanded baseline) that precede the energy program Start Date. Normally this will be the 12 months immediately prior to start

date, but under circumstances described in the contract, an alternate period (up to 24 months) may be chosen.

The baseline data for each meter will be defined and available in the M&V Software upon import and preparation of the data for each meter & facility. The Software also includes static factors such as weather and building size. Included in the baseline data will be an identification of the baseline period, baseline energy consumption and demand data, other independent and relevant variable data, and other static factors (i.e. occupancy type, building information such as square footage, etc.). Other baseline data may be included and/or supplemented as agreed by the parties. Local weather data will be obtained from a nationally-recognized service.

5. **Reporting Period** Each reporting period will be a 12 month period called a “Performance Year”. The Performance Year begins according to the terms of the contract.
6. **Basis for Adjustment** Energy savings are determined by comparing measured use before and after the start of Program implementation, after making appropriate adjustments for changes in conditions that are independent of the Program. Since savings are to be reported as “cost avoidance”, under reporting period conditions, the IPMVP equation for reporting period savings will be used. This method quantifies how savings in a given reporting period is determined, relative to what energy use would have been without the ECMs in place, consider routine and non-routine adjustments and is expressed as:

$$\text{Avoided Energy Use (or Savings)} = \text{Adjusted-Baseline Energy} - \text{Reporting-Period Energy} \pm \text{Non-Routine Adjustments of baseline energy to reporting-period conditions}$$

In addition, savings may be accrued due to one-time actions such as identification of utility billing errors leading to refunds, rebates, rate changes, and other measures that do not reduce energy usage but do reduce Organization’s out of pocket utility costs.

7. **Calculation Methodology and Analysis Procedure** The Software performs the cost avoidance calculation and analysis procedure. The Software allows appropriate routine and non-routine adjustments to the baseline period, using available data to account for the following factors occurring during the reporting period that affect the energy used in facilities: number of days in the billing period, energy unit cost, and reasonably estimated energy loads added or reduced after Program implementation due to such factors as outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; facility construction/renovation; and energy management hardware retrofits installed under unrelated projects. Specific cost avoidance analysis algorithms used by the Software are extensively documented and can be furnished upon request.

The Software also allows other appropriate adjustments for a more accurate Savings calculation. If the organization has experienced abnormal temperatures during the baseline period, a total of 36 months of billing information can be used to create a more representative statistical weather model. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the organization’s energy conservation guidelines are not substantially followed by its construction contractors or on-site management service providers, if any, (b) the Member chooses not to substantially implement Cenergistic’s water conservation recommendations; or, (c) there are equipment malfunctions that can negatively impact program savings.

The Software adheres to the IPMVP guidelines. IPMVP is not exhaustive in its guidance; in some situations engineering judgment must be used. Calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals and Certified Energy Managers.

- 8. Energy Prices** Reporting of cost avoidance will value the energy use avoided at the then-current unit cost for each meter, each period. Prices will be calculated by the Software for each month. The price applied for each utility (except solar) is the realized price, based on the blended rate to the Organization for each type of energy purchased by the organization, taking into account consumption and all charges from the utility provider. In the event solar electricity is implemented by the Organization, the parties agree to a process that recognizes net metered electric generation to exclude any solar production sold back to the grid from the reported EnergyCAP use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in EnergyCAP to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as “average unit cost” is defined in this contract and Measurement and Verification Plan).
- 9. Meter Specifications** Utility grade meters used for billing are the only meters used. Exception: For bulk fuel stored in tanks, manual measurements recorded by the organization or by the provider may be used. In master-metered campus situations, submeters may be necessary for accurate identification of building by building energy usage.
- 10. Monitoring responsibilities** Energy data from utility bills will be recorded in the Software as set out in the contract. The Software captures weather information necessary for calculating and applying adjustments. Changes to the baseline conditions, such as facility size, occupancy or equipment changes, will be documented in the Software. Responsibility for collection, entry, calculation and accuracy of the data in the Software is the responsibility of the Energy Specialist under the supervision of Cenergistic.
- 11. Expected Accuracy** The accuracy of data capture of the utility billing data and entry of that data into the Software is expected to be verified 100% ($\pm 2\%$) via reports that reconcile data with utility bill accounts payable to ensure the quality of the data entered, to ensure consistency with previous billing, elimination of gaps or duplicate entries, and reasonable protection against user errors in data entry. Statistical accuracy of the Software’s routine weather adjustment process uses industry-standard linear regression techniques and is evaluated on a meter-by-meter basis. Data analysis does not involve sampling since the actual data, as entered into the Software, is used for any savings calculations. The accuracy of the Software’s calculations has been validated empirically against the Department of Energy’s ENERGY STAR program, which benchmarks buildings’ performance. The calculations of the Software are consistent with ENERGY STAR results in determining increase in building energy utilization index (EUI – Energy usage per square foot per year).
- 12. Budget** The cost of M&V includes the Software cost, as defined in the contract, plus a portion of the Energy Specialist’s time. The Software cost is defined in the contract. More time will be required early in the energy program by the Energy Specialist as the baselines are determined and the Energy Specialist becomes familiar with the Software and the process for entering data and determining savings. Once the utility bills have been entered, the baseline has been determined and the Energy Specialist has become familiar with the Software and the process, subsequently, the savings

determination process and its review with operating and administrative staff is expected to require approximately 5% of an Energy Specialist's time, across all meters and facilities for the organization.

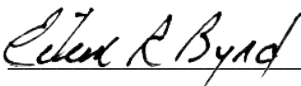
13. Report Format Cost avoidance will be calculated on a monthly basis as set out in the contract. M&V and cost avoidance reports will be prepared and provided at least semi-annually to the organization. Cost avoidance calculations will commence with a formal data release occurring approximately five months after the Energy Specialist is in place. Cost avoidance reports will include results from the Software and show energy as well as expenditure savings versus the baseline. Cost avoidance reports have different formats for different audiences, but in general show usage and cost for: baseline actual, baseline adjusted to reporting period conditions, reporting period actual, and calculated cost avoidance (adjusted baseline minus reporting period actual).

14. Quality Assurance Cenergistic quality assurance procedures and testing principles are applied to the baseline and performance data at the beginning of each program and periodically throughout the term of the contract. Testing includes, but is not limited to a review of the baseline for compliance with contractual terms including M&V Plan, testing of baseline data for reasonableness, accuracy and completeness, substantive sampling techniques for software bill entry data correctness, software settings and standard and special adjustments appropriateness and correctness.

The parties agree this M&V plan will be modified as mutually agreed to reflect changes that occur or additional data that may be obtained.

This M&V plan has been developed for Educational Services Commission of New Jersey by the following qualified professional.

CENERGISTIC LLC



Eileen Byrd
SENIOR VICE PRESIDENT, QUALITY ASSURANCE

CERTIFIED PUBLIC ACCOUNTANT (Texas State Board of Public Accountants)

CERTIFIED INTERNAL AUDITOR (Institute of Internal Auditors)

CERTIFIED QUALITY ENGINEER (American Society of Quality)

CERTIFIED MEASUREMENT AND VERIFICATION PROFESSIONAL (Association of Energy Engineers)

CERTIFIED ENERGY MANAGER (Association of Energy Engineers)

Schedule 12(b)

Mandatory Affirmative Action Language

During the Term of this contract, Cenergistic (referred to in this Schedule as the "contractor") agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer (PACO) setting forth provisions of this non-discrimination clause;
2. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or affectional or sexual orientation or sex;
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-33 et seq., as amended and supplemented from time to time.
5. The contractor or subcontractor agrees to make good faith efforts to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.
6. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
8. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

SECTION 7: Savings Projection & Program Fees

Specific pricing cannot be provided because there are variables that can impact the pricing (total square footage of facilities, utility spend and similar variables), but the pricing methodology will be the same for all of the Educational Services Commission of New Jersey members, reflecting a discount as compared to our standard pricing and including the 2% fee to ESCNJ.

7.1 Program Fee

Cenergistic's fee is guaranteed to be covered by actual savings, as verified by EnergyCAP Professional Online. There is no risk to enter into a contract with Cenergistic.

Cenergistic's guarantee is simple: if a district implements the program, it will save more than it costs to implement the program — our fee, EnergyCAP license and Energy Specialist stipend — or we refund the difference.

Finally, **we do not recommend any capital investment** as part of the program. No additional funds must be budgeted or borrowed to execute our program.

7.2 Savings Guarantee

Cenergistic's approach provides savings with zero up-front capital investment or financing. With no equipment to purchase, install, or finance, Cenergistic clients achieve savings in months, not years.

Based on our success with more than 1,425 clients across the nation, Cenergistic is confident that significant net savings result when the elements of our proven behavioral-focused energy management and conservation methodology are implemented by our clients.

We extend this confidence to each member of the Educational Services Commission of New Jersey in the form of **our industry-leading savings guarantee**. Cenergistic's savings guarantee eliminates investment risk for our clients. Specifically, the guarantee provides that if, over the course of each program year, the total investment in our energy conservation program exceeds the amount saved, Cenergistic will write a check for the difference. This savings guarantee represents our commitment to maximize savings while maintaining or improving room comfort.

SECTION 8: Required Forms

A. Required Forms

Date: 5/17/2018

RETURN WITH RFP

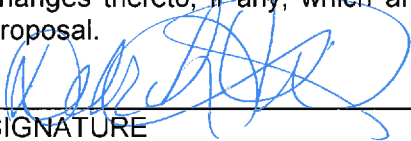
Educational Services Commission of New Jersey
1660 Stelton Road
Second Floor
Piscataway, NJ 08854
Attn: Patrick M. Moran

Re: Request, Solicitation and Invitation for proposal:
Energy Conservation and Education Services Provider

Dear Educational Services Commission of New Jersey:

The undersigned hereby submits the enclosed proposal for the Energy Conservation and Education Services Provider.

The undersigned hereby undertakes and promises to serve as the Energy Conservation and Education Services Provider and to do all work requested as appropriate and required herein as well as the contract documents concerning the same, including all written amendments and changes thereto, if any, which are incorporated herein by reference and made a part of this proposal.



SIGNATURE

Cenergistic

BUSINESS NAME

Debrah Van Winkle

Type or Print Full Name

Marketing Support Administrator

Title

5/17/2018

Date

214.273.2800

Telephone Number

214.273.2801

Fax Number

dvanwinkle@cenergistic.com

E-Mail

CONFLICT OF INTEREST CERTIFICATION

THE UNDERSIGNED CERTIFIES TO THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY, COUNTY OF MIDDLESEX STATE OF NEW JERSEY THAT IN PERFORMING SERVICES FOR THE ESCNJ CO-OP MEMBERS. HE/SHE IS AWARE OF NO CIRCUMSTANCE THAT WOULD VIOLATE STATE LAW IN REGARD TO A CONFLICT OF INTEREST BETWEEN HIMSELF/HERSELF (OR HIS/HER FIRM) AND THE INTERESTS OF THE ESCNJ CO-OP MEMBERS.

THE UNDERSIGNED ACKNOWLEDGES THIS IS A CONTINUING CERTIFICATION, AND SHALL REMAIN IN EFFECT FOR THE TERM OF THE SERVICES CONTAINED IN THE SOLICITED REQUEST FOR PROPOSAL. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, THE ESCNJ CO-OP MEMBERS IS FREE TO TERMINATE ANY SERVICE AGREEMENT ENTERED INTO WITH THE UNDERSIGNED AND/OR HIS OR HER FIRM.

Applicant Signature:  _____

Typed Firm Name: Cenergistic _____

Title: Marketing Support Administrator _____

Date: 5/18/2018 _____

STATEMENT OF OWNERSHIP (CERTIFICATION OF OWNERSHIP)
STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with
All Bid and Proposal Submissions

Name of Business: Cenergistic

Address of Business: 5950 Sherry Lane, Suite 900; Dallas, TX 75225

Name of person completing this form: Debrah Van Winkle

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed,
signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: Cenergistic Holdings, Inc . William S. Spears (100%)

Address: 5950 Sherry Lane, Suite 900
Dallas, TX 75225

Name: Kleiner, Perkins, Caufield & Byers

Address: 2720 Sand Hill Road, Menlo Park CA 94025

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the Federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent.

N/A

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

N/A

Subscribed and sworn before me this ____ day of ____ 20

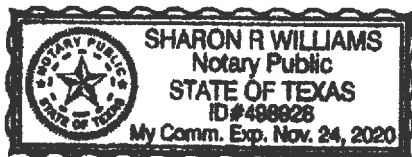
Debrah Van Winkle
Print name of affiant

Marketing Support Administrator
Print title of affiant

Sharon R. Williams
Signature

(Corporate Seal if a Corporation)
(Notary Public)

My Commission expires: 11.24.2020



Educational Services Commission of New Jersey
Business Office
1660 Stelton Road
Second Floor
Piscataway New Jersey 08854

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cenergistic (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

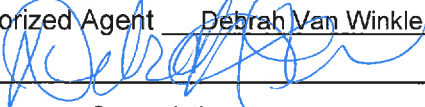
The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that Cenergistic (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent Debrah Van Winkle
Signature  Title Marketing Support Administrator
Business Entity Cenergistic

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
OR
- 2. **A photocopy of approved Certificate of Employee Information Report.**
OR
- 3. An Affirmative Action Employee Information Report (Form AA302)
OR
- 4. **All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).**

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

- 1. Do you have a federally-approved or sanctioned Affirmative Action Program?
YES _____ NO x
- 2. Do you have a Certificate of Employee Information Report Approved?
YES x NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: Cenergistic SIGNATURE: 

TITLE: Marketing Support Administrator

Note: A contractor's RFP must be rejected a non-responsive if a contractor fails to comply with requirements of P.L. 1975, C. 127, within the time frame.

Certification 44389

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2016** to **15-JAN-2019**

**CENERGISTIC INC.
5950 SHERRY LANE STE #900
DALLAS TX 75225**



Robert A. Romano

Robert A. Romano,
Acting State Treasurer

(REVISED 4/10)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national

origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.


The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU.EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signature  _____
Name Debrah Van Winkle
Title Marketing Support Administrator
Company Cenergistic

RETURN WITH RFP

NON-COLLUSION AFFIDAVIT

Re: RFP Proposal for the Educational Services Commission of New Jersey

STATE OF NEW JERSEY)

COUNTY OF _____ :ss:
)

I, Debrah Van Winkle of the City of Dallas

in the County of Dallas and the State of Texas

of full age, being duly sworn according to law on my oath depose and say that:

I am Marketing Support Administrator of the
(Position in the Company)

firm of Cenergistic
and the bidder making the Proposal for the above named contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of the Proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above name RFP, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Commission relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said RFP.

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

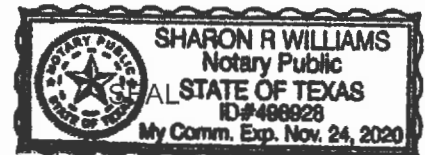
Debrah Van Winkle, Cenergistic
(N.J.S.A. 52:34-15) (Print Name of Contractor/Vendor)

Subscribed and Sworn to: [Signature]
(Signature of Contractor/Vendor)

before me this 17th day of may, 2018

[Signature] Sharon R. Williams
Notary Public Signature Print Name of Notary Public

My commission Expires November 24, 2020
Month Day



ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: Cenergistic
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: Debrah Van Winkle
(Print or Type)

Title: Marketing Support Administrator

Date: 5/17/2018



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CENERGISTIC INC
Trade Name:
Address: 5950 SHERRY LANE STE 900
DALLAS, TX 75225-6546
Certificate Number: 1043364
Effective Date: February 09, 2004
Date of Issuance: March 05, 2014

For Office Use Only:
20140305110615155

Signed and notarized

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, Debrah Van Winkle of the (City, Town, Borough)
of Dallas State of Texas of full age,

being duly sworn according to law on my oath depose and say that:

I am Marketing Support Administrator of the firm
of Cenergistic the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor: Cenergistic

(Company Name)

By: [Signature]

(Signature of authorized representative)

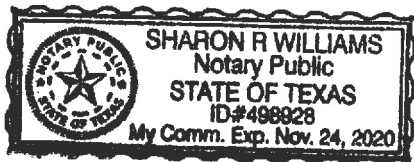
Subscribed and sworn to before me

This 17th day of May, 20 20.

Sharon R. Williams

(Seal) Notary Public of New Jersey/ Texas
Specify Other State

My Commission expires 11.24 20 20.



APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature _____
Name _____ Debrah Van Winkle _____
Title _____ Marketing Support Administrator _____
Company _____ Cenergistic _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification.**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Debrah Van Winkle Signature: 

Title: Marketing Support Administrator Date: 5/17/2018

Bidder/Vendor: Cenergistic

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Cenergistic LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) P.O. Box 650823, Department 41160		Requester's name and address (optional)
	6 City, state, and ZIP code Dallas, TX 75265		
	7 List account number(s) here (optional) Mailing Address: 5950 Sherry Lane, Suite 900, Dallas TX 75225		

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																			
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> </tr> </table>	Social security number																				or										Employer identification number										7	5	-	2	1	9	5	8	2	1
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7	5	-	2	1	9	5	8	2	1																																										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>11/12/2016</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RFP #ESC NJ 18/19-06 --Provision of Energy Conservation and Education Services

ACCEPTANCE OF RFP
And Contract Award

TO BE COMPLETED BY RESPONDENT
AND SUBMITTED WITH RESPONSE

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the Request for Proposal and any written exceptions to the RFP. Signature also certifies understanding and compliance with the certification requirements of the ESCNJ's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the ESCNJ as stated in the evaluation section will be a consideration in making the award.

Your RFP for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op Member.

The parties intend this contract to constitute the final and complete agreement between the ESCNJ and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for three years with the option to extend for one two year or two one year terms unless terminated, canceled or extended in accordance with N.J.A.C. 18A:18A-1 et. seq. by mutual written agreement. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

Company Name Cenergistic Date 5/17/2018

Company Address 5950 Sherry Lane, #900 City Dallas State TX Zip 75225

Contact Person Debrah Van Winkle Title Marketing Support Administrator

Authorized Signature (ink only)  Title Marketing Support Administrator

ACCEPTANCE OF RFP AND CONTRACT AWARD TO BE COMPLETED ONLY BY

Awarding Agency: Educational Services Commission of New Jersey

Agency Executive: _____

Patrick M. Moran, SBA/BS

Awarded this _____ day of _____ Contract Number ESC NJ 18/19-06