

Behavior-Based Energy Conservation Program Services Proposal for



Behavior-Based Energy Conservation Program Services CSRFP #: 2021-22-001

Submission Deadline: September 28, 2021

Cenergistic®

5950 Sherry Lane, Suite 900
Dallas, TX 75225
214.273.2800

September 28, 2021

Purchasing Department
Galveston Independent School District
3904 Ave T
Galveston, TX 77550

RE: Cenergistic's Response to Galveston ISD's CSRFP #2021-22-001 for Behavior-Based Energy Conservation Program Services

Cenergistic is pleased to provide the enclosed proposal for Behavior-Based Energy Conservation Program Services – RFP 2021-22-001, one that optimizes existing buildings and equipment and does not require the district to finance or purchase any new equipment, lighting or BAS controls systems. Our approach drives energy consumption down by an average of 20% - 30% to recover budgeted utility dollars sufficient to completely fund this program, redirect surplus net savings dollars to strategic priorities, reduce your carbon footprint, and deliver healthier buildings for the district's students and community. The program provides engagement and environmental sustainability education for students and staff while supplying additional capacity for your Maintenance and Operations team through locally hired Energy Specialists we embed with Galveston ISD, plus a team of rotating engineers and energy experts. With more than 35 years of success partnering with 1,500 clients — mostly school districts — across the country, we have learned that a behavioral approach with full-time dedicated personnel, engineering expertise and our proprietary technology platform delivers the deepest and most sustainable energy conservation results. And with the Cenergistic program, there is **no capital investment or equipment upgrades**. Savings from infrastructure upgrades, if any, are not counted as savings from our program.

With your community and the next generation counting on you, we know there is an urgent need to get more out of the buildings and equipment you already have and to operate those buildings in as safe a manner as possible. For 35 years — and especially through the COVID pandemic — our focus has been on helping our clients operate healthier, more efficient buildings. You need someone who knows you and *EACH* of your buildings as well as — or better than — you do. This is what Cenergistic does. That is who we are.

The Cenergistic approach is refreshingly different. We take action in ways that are specific to your district and team, your region and your buildings. As you review this proposal, notice how the Cenergistic approach:

- **Adds a locally hired Energy Specialists** and provides regular monthly onsite visits from engineers and other conservation specialists
- **Helps you operate healthier buildings:** our engineers and technology tools help your facilities team optimize the ventilation and filtration in each of your buildings, resulting in better air quality, lower CO2 levels and healthier buildings

- **Reduces consumption for all utilities:** electric, natural gas, water/sewer
- **Optimizes existing infrastructure** rather than recommend or require expensive upgrades to save energy in all district facilities, regardless of building age, extent of retrofits or level of building automation
- **Provides mobile access to real-time data** about your energy consumption and savings results from the Cenergistic GreenX[®] technology suite
- **Projects \$998,700 in net energy savings** over a five-year period

We believe your path forward is clear. Cenergistic delivers significant savings with a no-risk program that pays for itself.

Sincerely,



John Bernard
President

Table of Contents

Letter of Interest	1
Table of Contents	3
Proposal Response Certification	4
Respondent's Statement of Qualifications Questionnaire	5
Proposer Information	6
Section I: Firm Profile	7
Company Overview	7
Capability and Commitment.....	10
Program Approach	12
Implementation Plan.....	13
Program Timeline	14
Measurement & Verification.....	17
Section II: Experience	19
Case Studies	20
Section III: Pricing	24
Projected Savings for Galveston Independent School District	24
Program Fee	25
Savings Guarantee.....	25
Savings Projection Methodology.....	25
Section IV: References.....	27
Customer Reference Letters.....	28
Other Appendices:.....	31
Proprietary Technology & Tools.....	31
Communication and Public Relations Support.....	32
Healthy Building Factors.....	33
Additional Program Benefits	34
Cenergistic Services Agreement.....	35
Required Forms.....	44

Proposal Response Certification

This will serve as a cover to all responses; failure to sign may result in disqualification.

Bid Number and Title: RFCSP # 2021-22-001 Behavior Based Energy Conservation Program Services- Multi Campus & Department
Submittal Due Date and Time: September 28, 2021 2:00 P.M. (CST)
Submittal Address: Galveston Independent School District
Gwynetheia Shabazz Pope, Purchasing Coordinator
3904 Ave. T.
Galveston, Texas 77550

The undersigned authorized representative of the responding company indicated below hereby acknowledges;

1. That the respondent is authorized to enter into contractual relationship on behalf of the responding company indicated below;
2. That respondent has carefully examined this document in its entirety;
3. The respondent proposes to supply any services submitted under this solicitation in strict compliance with all terms, policies and procedures, unless any exceptions are noted;
4. That any and all exceptions have been noted in writing in the response and that no other exception will be claimed;
5. The accuracy of all certifications required (including but not limited to, the Felony Conviction Notice) which accompany this offer;
6. The stated organization is an equal opportunity employer
7. That any prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other proposer or with any competitor.
8. That notice of award and/or any communication regarding an award will be submitted via GISD and not by any consultant, proposer or other party involved in this solicitation.
9. That the organization has not been a party to any collusion among Proposer in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any GISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with GISD's Purchasing personnel; or in any discussions or actions between Proposer and any GISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
10. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. *(Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Proposers receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.)*

Your signature below is the Proposal Response Certification acknowledgement.

Name of Company: Cenergistic

Printed Name: John Bernard Position/Title: President

Phone: 214.273.2837 Email: dvanwinkle@cenergistic.com

Signature of Authorized Rep:  Date: 9/23/2021

Respondent's Statement of Qualifications Questionnaire

Bid Number and Title: RFCSP # 2021-22-001 Behavior Based Energy Conservation Program Services- Multi Campus & Departments

Submittal Due Date and Time: September 28, 2021 2:00 P.M. (CST)

Submittal Address: Galveston Independent School District
Gwynetheia Shabazz Pope, Purchasing Coordinator
3904 Ave. T.
Galveston, Texas 77550

The following listed items are to be included as an attachment in the Respondent's Statement of Qualifications submitted. A complete response is required for each.

1. State whether you will provide a copy of your company's financial statements for the past five (5) years, if requested by the District. **As a privately-held company, Cenergistic does not provide financial statements.**
2. If requested, provide a financial rating and any documentation (e.g. a Dunn & Bradstreet or Bank analysis), which indicates the financial stability of your company and any proposed structural, mechanical, electrical and plumbing subcontractors. **We are willing to provide financial references or other information reasonably necessary to satisfy that Cenergistic is financially capable of performing this project.**
3. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms. **No.**
4. Provide any details of all past or pending litigation or claims filed against your company, describe how such suit or claims were resolved. **Within the prior five years, the only matters resulting in litigation involving Cenergistic are a suit brought by Cenergistic (plaintiff) against a client who refused to pay amounts due under the contract and a suit brought by a former employee against Cenergistic (defendant), both of which were settled.**
5. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution. **No.**
6. Does any relationship exist between your company and any of District's entities, officers or employees whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain. **No.**
7. What difficulties do you anticipate in serving the District; how you plan to manage these; and what assistance will you require from the District? **With reasonable top-down support from the District, we do not anticipate any difficulties based on our 35 years of implementing this program.**
8. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the District selecting your company.
Cenergistic's approach provides savings with zero up-front capital investment or financing. In addition, Cenergistic offers our industry-leading savings guarantee, eliminating investment risk. Specifically, the guarantee provides that if, over the course of each program year, Galveston ISD's total investment in our energy conservation program exceeds the amount saved, Cenergistic will write a check for the difference. Cenergistic also offers added services involving in-depth assessments of a client's ventilation and filtration systems, resulting in a detailed report the client can use to prioritize when spending Federal funding to make buildings healthier. Fees for these added services qualify for ESSER/Recovery Act reimbursement.
9. State the amount of professional liability insurance your firm would typically carry, if applicable. **Certificate of Insurance Document which outlines current coverages is attached.**

Proposer Information

Legal Company Name: Cenergistic
Mailing Address: 5950 Sherry Lane, Suite 900
City: Dallas State: TX Zip: 75023
Respondent's Name: Deb Van Winkle Title: Sales Development Coordinator
Phone: 214.273.2837 Email Address: dvanwinkle@cenergistic.com
Local Representative: Kim Dill
Phone: 817.247.6539 Email Address: kdill@cenergistic.com
Local Office Address: 5950 Sherry Lane, Suite 900 Dallas, TX 75225
Type of Operation: ☐ Individual ☐ Partnership ☒ Corporation

Invoicing: It is the District's desire to receive all invoices in electronic, PDF format. This process will allow for more efficient payment processing. All invoices must be submitted to the following email address: bethparker@gisd.org

If your company uses any other billing address, Galveston ISD will not be responsible for late payments, service charges, etc. All invoices must reference Galveston ISD's purchase order number.


Remit to Address: Cenergistic; Dep. 41160; P.O. Box 650823
City: Dallas State: TX Zip: 75265
Contact Name: Lana Churchwell Title: _____
Phone: 214.273.2800 Email Address: billing@cenergistic.com

Purchase Order Policy: All goods and/or services provided by the Vendor to the District must be on a Galveston Independent School District Purchase Order.

In the event, the Vendor provides any goods and/or service without a properly drawn District purchase order, the Vendor assumes all liability for cost of said product or goods. Payment is not guaranteed.

Your signature below is acknowledgement that you understand this policy

Print Name: Debrah Van Winkle

Signature: 

Section I: Firm Profile

Company Overview

For over 35 years, Cenergistic has helped 1,500+ districts, institutions of higher education and governments across the nation save \$6.2 Billion in electricity, natural gas and water costs. We do this by applying advanced technology and implementing behavior-based conservation programs on their campuses and within their buildings. We help our clients implement this culture change initiative through an embedded, onsite Energy Specialist, our proprietary Cenergistic GreenX® technology platform, and training and assistance from onsite engineers and other energy experts to ensure all equipment and operations are working at peak efficiency and optimization around the clock.

Superintendents, CFOs, COOs and board members can reduce energy and water spending by an average of more than 25% annually with zero capital investment, while improving the comfort and quality of the classroom and work environment, helping students and employees achieve their full learning potential.

For 12 consecutive years, Cenergistic has been recognized by the Environmental Protection Agency (EPA) with ENERGY STAR® Partner of the Year, or Partner of the Year – Sustained Excellence, an honor bestowed on less than 1% of ENERGY STAR® service provider partners.

Legal Name:	Cenergistic LLC*
Company Legal Structure:	Limited Liability Company
Federal Tax ID:	75-2195821
Year Founded:	1986
# Employees:	220+
Markets:	K-12 school districts, higher education institutions, municipality and county governments, health care, large churches
Primary Contact for the Proposal:	Deb Van Winkle Sales Development Coordinator 5950 Sherry Lane, Suite 900 Dallas, TX 75225 214.273.2800 / dvanwinkle@cenergistic.com

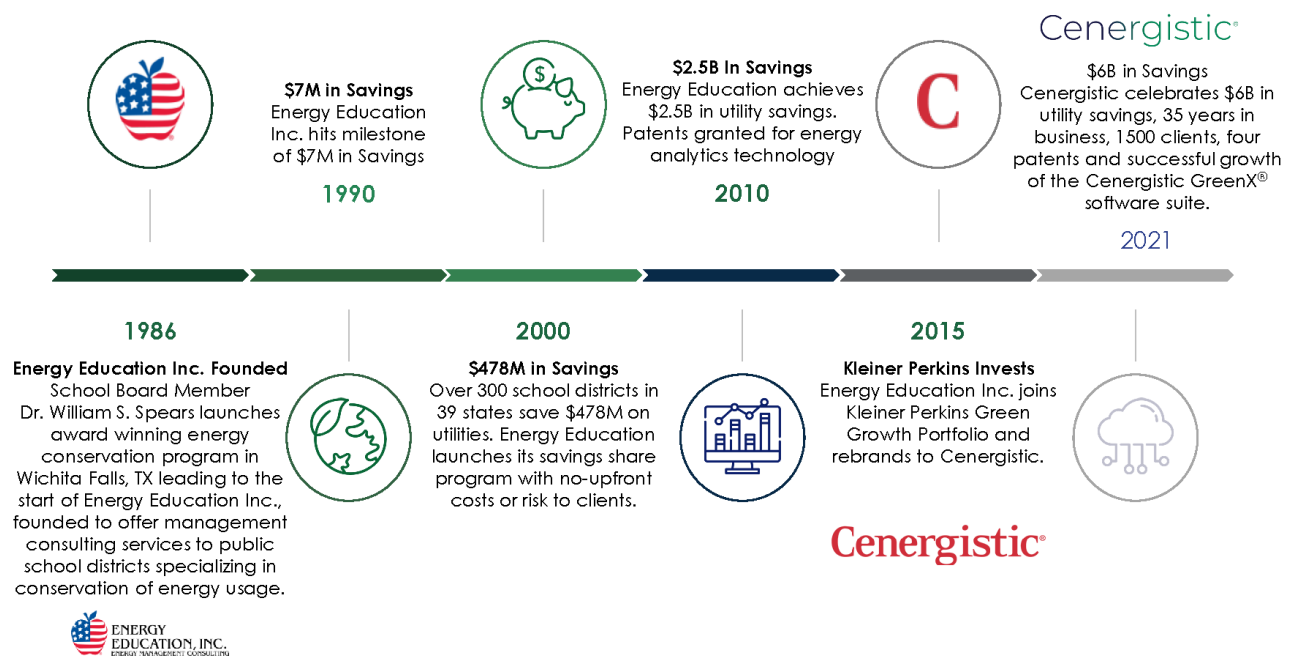
**Founded in 1986 as Energy Education, rebranded to Cenergistic in 2012*

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.

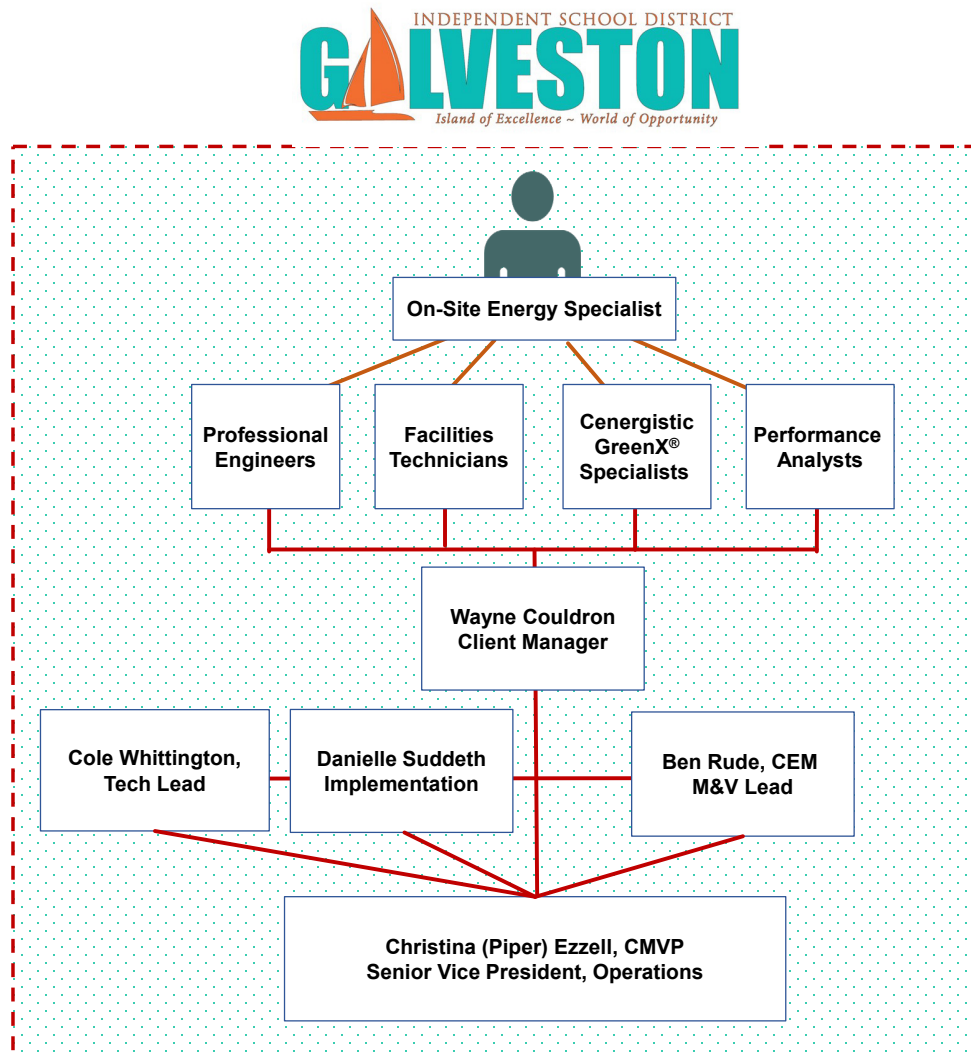
The program was so successful that the schools' **electricity costs decreased, even with the new HVAC**, the year following the installation. With the unqualified support of the school board, the program continued, and in 1986, both the school district and Dr. Spears were presented with an Energy Innovation Award by the U.S. Department of Energy (DOE) and the State of Texas for energy conservation success accomplished through organizational and behavioral change.

Our History



Proposed Lead Team Members for GISD

Led by our designated Client Manager, Cenergistic's team of in-house engineering and energy management experts implement 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 Client Manager, these Consultants will work on a consistent on-site rotation with the Energy Specialist for Galveston ISD.



In addition to this on-site expertise, Cenergistic provides remote support and analysis by Engineers, Energy Management Systems (EMS/BAS) specialists, and Measurement and Verification Professionals. This allows us to remotely review client energy management systems and provide remote diagnostics and assistance, as well as schedule regular remote sessions to ensure the program is achieving optimal savings.

Capability and Commitment

In the past three decades, Cenergistic has provided behavioral-based energy savings programs to over 1,500 clients in 48 states, including 25 million students in K-12 and higher education. Our in-house personnel include conservation specialists that provide on-site and remote training, mentoring, and auditing that are applicable to this RFP

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.

Our engineers endeavor to 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 Galveston ISD staff to ensure all stakeholders are committed to the energy conservation program.

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

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's senior management, marketing and operations specialists represent a combined total of more than 800 years of experience and well over 110 advanced degrees, professional designations and certifications in energy management and related fields. Certifications and specializations include:

Accounting
Behavior modification
Certified Building Commissioning Professional
Certified Building Energy Simulation Analyst
Certified Demand Side Management Professional
Certified Energy Manager
Certified Indoor Air Quality Professional
Certified Landscape/Irrigation Professional
Certified Lighting Efficiency Professional
Certified Measurement and Verification Professional
Certified Quality Engineer
Certified Quality Auditor
Certified Quality Manager
Change Management
Communications
Computing System Design
Construction Management
Data analysis

Educational Business Administration
Heating, Ventilation and Air Conditioning
Information Systems Management
Turf and Irrigation Management
Leadership in Energy and Environmental Design
Maintenance and Operations Management
Mechanical Engineering
Microsoft Certified Network Engineer
Microsoft Certified Systems Engineer
Microsoft Certified Systems Administrator
Organizational Behavior
Professional Engineer
Public School Administration
Public Administration
Public Relations
School Finance
Software development
Talent Acquisition
Utility rate structure analysis

Our Team is an Extension of Your Facilities Team

Professional Engineers
HVAC Design Engineers
EMS Experts
HVAC Technicians
Facilities Operators
Landscape and Irrigation Professionals
Pneumatics Experts
Certified Building Commissioning Professionals

Additional Benefits

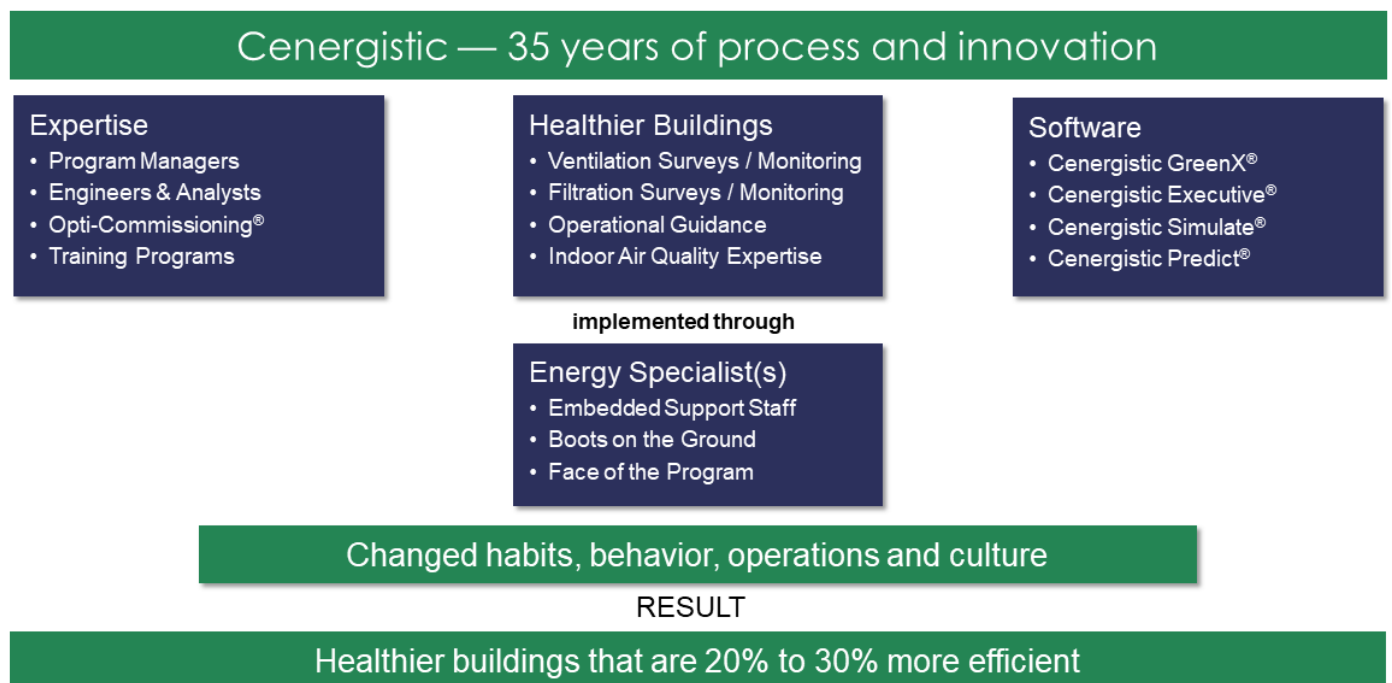
Diagnose Comfort Issues
Vendor Support
Engineering Studies
Moisture Management Training
Controls/HVAC Training
Controls Point Validation
Special Project



For 35 years, Cenergistic has partnered with clients like Galveston Independent School District 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 25% and often significantly more.

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.

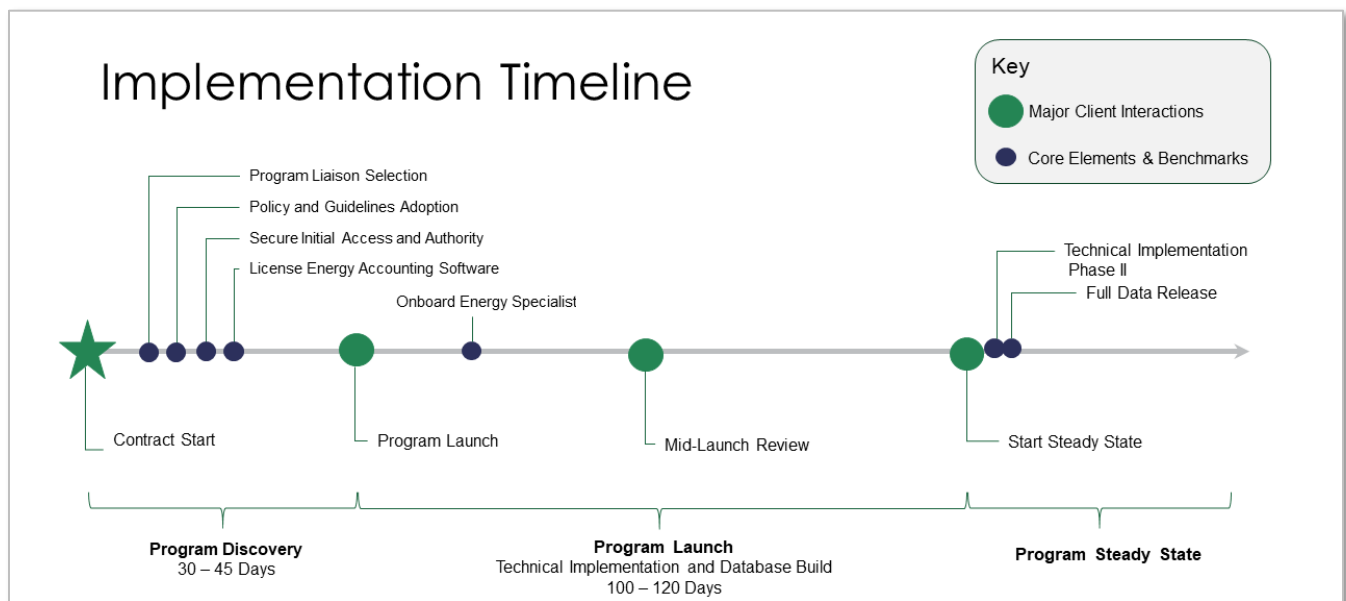
Our energy conservation management approach provides our clients with more control over energy use with no upfront costs, no new equipment, and no equipment retrofits.

Energy Experts + Cloud-Based Machine Learning Technology.

- Improved Operations, Behavior, Habits, Culture: Averaging a 20 – 30% reduced water, gas and electricity consumption
- On-site Energy Specialist: **Locally hired, trained and certified**
- Industry Standard Analytics: EnergyCAP®, Opti-Commissioning®, Data Logging, Remote Verification
- Proven Technology: Cenergistic GreenX®; Cenergistic Simulate®; Cenergistic Predict®; Cenergistic Executive®; Smart Meter interface
- In-House Expertise: Client Managers; Engineers & Analytics and training programs
- Award-Winning process: Nation's top service and product provider for ENERGY STAR® Certification

Implementation Plan

Cenergistic's Client Manager will be the primary contact for Galveston Independent School District for the energy savings contract. Supported by Cenergistic's internal team of energy conservation energy experts, the Client Manager will lead and coordinate all program implementation tasks, as well as respond to any concerns from Galveston ISD.



Program Timeline

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

- Recruit and Hire the On-Site Energy Specialist
- Identify the Program Liaison
- Define the Reporting Structure for the Contract Term
- Gain Board and Administrative Adoption of the Energy Policy & Guidelines
- Launch the Implementation Period and Begin to Realize Energy Savings for Galveston ISD Savings

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. Primary focal points during the first three months include the following:

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

Early Implementation Period

The primary 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 Galveston ISD 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 district 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 energy accounting software, EnergyCAP® Professional
- Gather billing information for the baseline period for district facilities
- Enter each district facility's utility consumption, rates, and cost information into software by meter by month for baseline period

"I consider our Energy Specialist as a valued member of our PMSD team who we rely upon to help us keep our mechanical systems running effectively and efficiently. His assistance throughout this COVID-19 pandemic has been invaluable as he continues to focus his attention on keeping our school environments healthy."

***— Dr. Elizabeth Robison
Superintendent
Pocono Mountain School
District, Pennsylvania***

- Enter adjustments to performance data to account for all non-program variances
- Create operational/strategic plans and operating/use schedules for district facilities
- Estimate building savings potential for all district facilities
- Begin audit of district 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
- Provide early program updates to the Board

Program Expansion (Years 1-3)

The goal during the Program Expansion period is to continue the assessment and recommendations for the facilities and for those constructed during the first year of program. Cenergistic automatically integrates 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 Energy Specialist to provide additional program and educational coverage for district facilities
- Continue to create or refine operational/strategic plans and operating/use schedules for facilities
- Monitor all buildings through the Cenergistic GreenX® platform and physical audits 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
- 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
- Revisions to operational/strategic plans and operating/use schedules for all district facilities, per changes to facility use patterns

Long-Term Sustainment (Beyond Year 5)

Cenergistic aspires for Galveston ISD 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
- Continued use of Cenergistic GreenX® Software platform
- Investment grade audit and engineering support for infrastructure upgrades
- Engineering simulation work
- 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.

Measurement & Verification

Cenergistic's clients track results using EnergyCAP® Professional Online, a utility accounting software program. All Cenergistic Energy Specialists are trained to support clients using EnergyCAP which provides energy accounting solutions in the following areas:



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

As part of the energy services contract with Cenergistic, Galveston Independent School District will maintain an annual license with EnergyCAP for access and use of the software. The annual cost for Galveston ISD is delineated in Cenergistic's detailed savings projection.

Galveston ISD will independently track, validate and report results using EnergyCAP® Professional, a utility accounting software program. The program is published by EnergyCAP, Inc. and allows you to determine savings in accordance with documented standards for tracking and reporting energy use. All our clients use EnergyCAP Professional Online, and all our specialists are trained to support our clients on this specific tool.

Measurement and Verification (M&V) Process

Cenergistic's process to measure and verify your savings is rigorous, transparent and based on certain accepted industry guidelines. The quality checks at every step of the process help ensure the accuracy of your savings information.



Technical Implementation

During the Technical Implementation period, the Energy Specialist, 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 Energy Specialist — will be analyzed by Cenergistic Engineers to identify opportunities. Cenergistic consultants and the Energy Specialist will 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.

1. Software

- Cenergistic Executive®
- Cenergistic Simulate®
- Cenergistic GreenX®
- Cenergistic Predict®

2. Cenergistic Training

- C1 — Cenergistic Foundations Training
- C2 — Data Analysis Training
- C3 — Building Systems Training
- Virtual Training Courses Catalog
- Water Conservation Training
- Maintenance Training
- Moisture Management Training

3. Energy Auditing

- Any-Device Building Audit Tool
- Data-Driven Audit Guidance
- Occupied and Unoccupied Audits
- Engineer / Consultant Audits
- Data Logging and Remote Monitoring

4. Cenergistic Expertise

- Licensed Professional Engineers
- Control Technicians
- Certified Energy Managers
- Certified Measurement & Verification Professionals
- Certified Indoor Air Quality Professionals



5. Building Assessment Areas

- Healthy Building Pyramid
- Standard of Comfort
- Space Utilization Plans
- Equipment Assessments
- Opti-Commissioning®
- Engineering Studies
- ENERGY STAR® Assessments
- EMS Optimization
- Demand Ventilation
- Life Cycle Cost Analysis
- Irrigation Assessments
- Moisture Management
- Team Cleaning
- Building Simulations

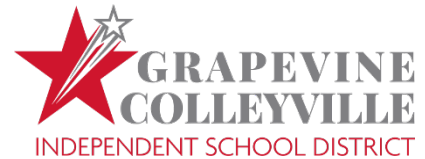
6. Utility Data Analysis

- Smart Meter Data Analytics
- Monthly Data Analytics
- EMS Predictive Analytics
- Audit Findings Analytics
- Utility Billing Validation
- Utility Rate Analysis
- Energy Use Index Analysis

Section II: Experience

Cenergistic is a catalyst for change — achieving measurable results:

- \$6B saved in electricity, water and natural gas costs
- 1,500 clients, 35 years of success
- Average of 26% annual savings
- 13,000 client ENERGY STAR® recognitions
- 58% of all K-12 ENERGY STAR® Leader recognitions were Cenergistic clients
- 65% of all K-12 ENERGY STAR® Top Performers were Cenergistic clients
- 13 consecutive years earning EPA and ENERGY STAR® highest awards
- Cenergistic named #1 Service and Product Provider by U.S. Department of Energy



Case Studies

Case Study: Pasadena ISD, TX

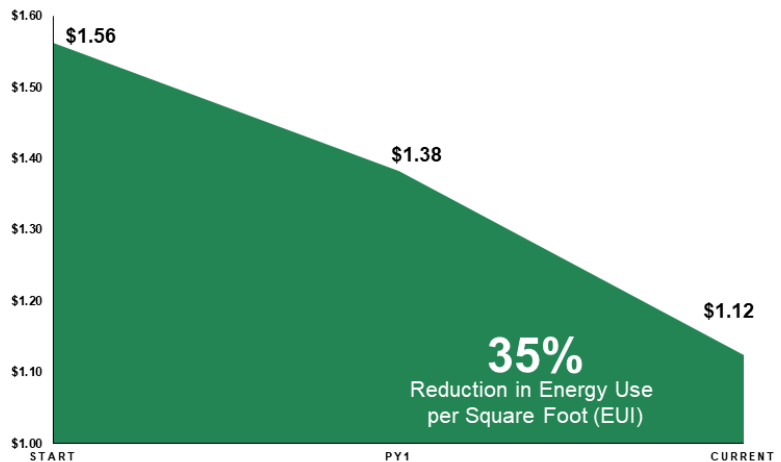


\$15,715,115
Annual Costs Before Program
\$11,361,891
Last 12 Months Actual Costs

\$7,010,247
Cumulative Savings To-Date
24 Program Months
8,769
Energy Building Audits Performed

**Associate Superintendent for
Facilities and Construction Kevin Fornof**
713.740.5350 x78352,
kfornof@pasadenaisd.org

Energy Cost Per Square Foot



Cenergistic

Case Study: Fort Bend ISD, TX

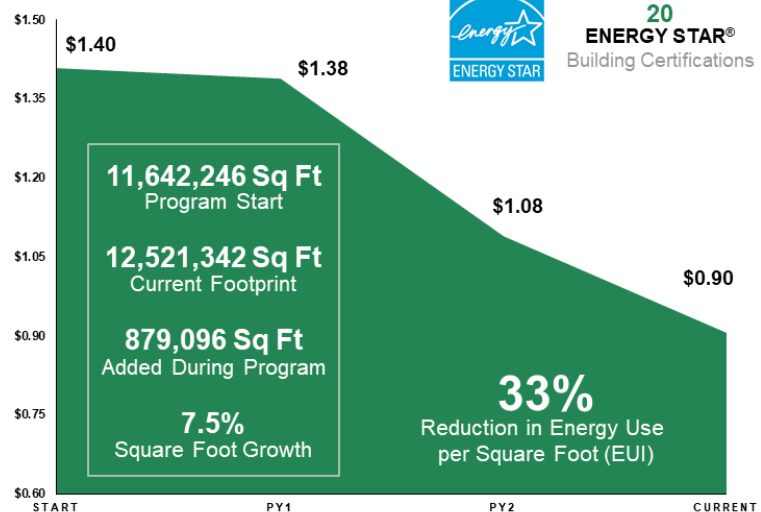


\$17,074,392
Annual Costs Before Program
\$11,281,298
Last 12 Months Actual Costs

\$8,034,653
Cumulative Savings To-Date
36 Program Months
8,395
Energy Building Audits Performed

Chief Operating Officer Oscar Perez
281.634.1000, oscar.perez@fortbendisd.com

Energy Cost Per Square Foot



20
ENERGY STAR®
Building Certifications

Cenergistic

Case Study: Birdville ISD, TX



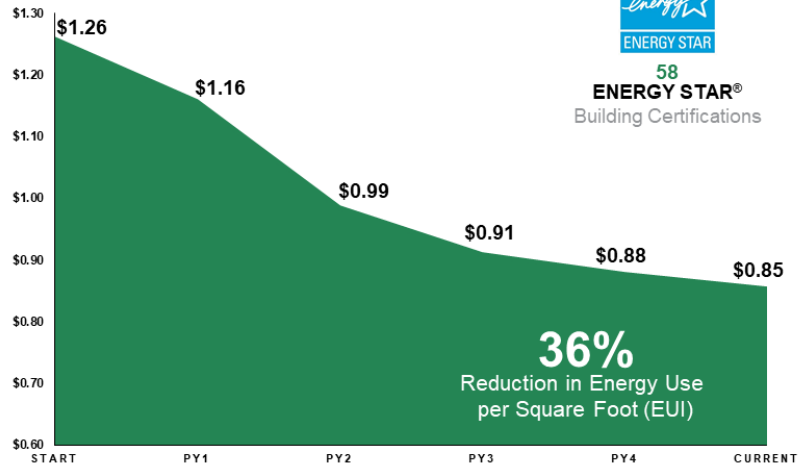
\$4,665,421
Annual Costs Before Program
\$3,654,656
Last 12 Months Actual Costs

\$3,242,115
Cumulative Savings To-Date
54 Program Months

**Assoc. Supt. for Finance &
Auxiliary Services, Katie Bowman**
817.547.5736
katie.bowman@birdvilleschools.net

**Director of Buildings & Grounds
John Hughes**
817.547.5844
john.hughes@birdvilleschools.net

Energy Cost Per Square Foot



Cenergistic®

Case Study: Grapevine-Colleyville ISD, TX



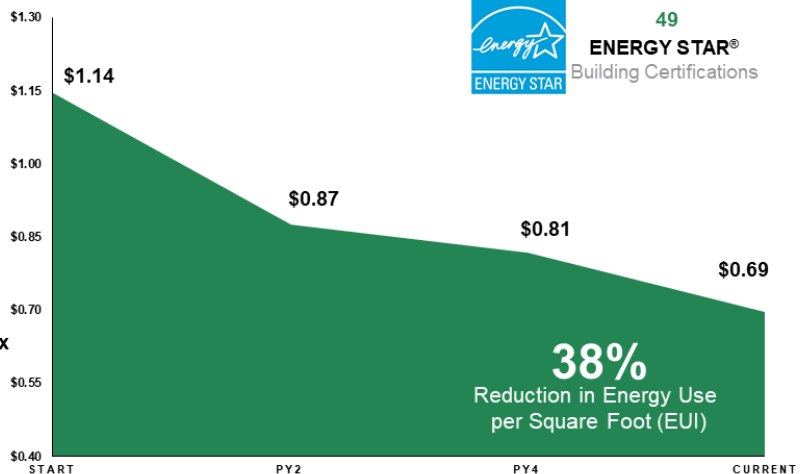
\$3,377,025
Annual Costs Before Program
\$2,198,553
Last 12 Months Actual Costs

\$3,390,131
Cumulative Savings To-Date
64 Program Months

Chief Operating Officer, Paula Barbaroux
817.251.5561, paula.barbaroux@gcisid.net

Director of Facility Services, Jim Hoey
817.251.5602, james.hoey@gcisid.net

Energy Cost Per Square Foot



Cenergistic®

Case Study: Southside ISD, TX

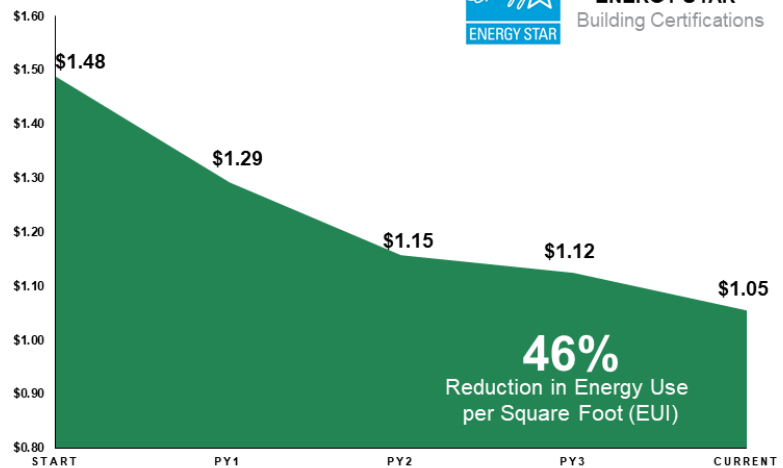


\$1,418,667
Annual Costs Before Program
\$1,217,661
Last 12 Months Actual Costs

\$1,392,026
Cumulative Savings To-Date
39 Program Months

Deputy Superintendent, Dr. Fred Hayes
210.882.1600 x3539,
fred.hayes@southsideisd.org

Energy Cost Per Square Foot



4
ENERGY STAR®
Building Certifications

Cenergistic®

Case Study: Fort Worth ISD, TX

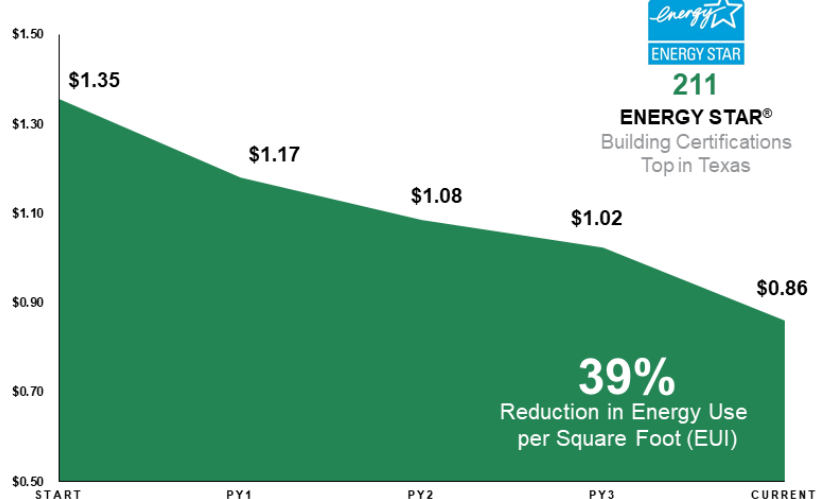


\$17,319,568
Annual Costs Before Program
\$11,454,387
Last 12 Months Actual Costs

\$15,316,978
Cumulative Savings To-Date
47 Program Months

Superintendent Kent Scribner
817.814.1902, kent.scribner@fwisd.org
Chief Financial Officer Michael Ball
817.814.2100, Michael.ball@fwisd.org

Energy Cost Per Square Foot



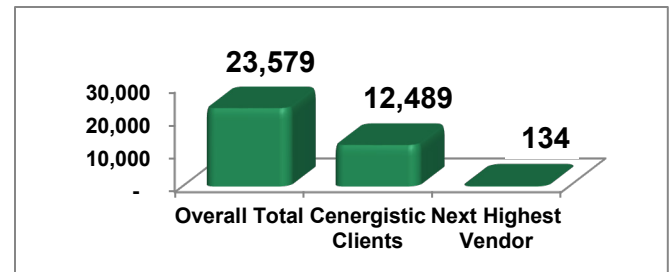
211
ENERGY STAR®
Building Certifications
Top in Texas

Cenergistic®

Industry Recognition & Awards

The Department of Energy named Cenergistic the #1 "Service & Product Provider" for ENERGY STAR Certifications, with clients earning more than 12,000 awards and recognitions. For 13 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, 2018, 2019, 2020 and 2021 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:



- 1,444 Cenergistic client buildings received ENERGY STAR Certification in 2018 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, as well, including the following:

- **Pinellas County Schools in Largo, Florida** received 2019, 2020 and 2021 ENERGY STAR Partner of the Year Awards.
- **Mansfield Independent School District in Mansfield, Texas**, received the 2020 ENERGY STAR Partner of the Year - Sustained Excellence Award, following 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 Sustained Excellence Awards as well as 2015 and 2014 Partner of the Year Awards.
- **Decatur County Community Schools in Indiana** earned 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.
- **Indianapolis Public Schools** earned Goal Achiever from the U.S. Department of Energy Better Buildings Challenge for reducing energy consumption 26 percent after partnering with Cenergistic — after setting a 20 percent reduction goal.
- **University of Tulsa**, after committing to the Better Buildings Challenge, partnered with Cenergistic to assist in reaching its goal.

Section III: Pricing

Projected Savings for Galveston Independent School District

Cenergistic has completed a thorough review of the information provided by the Galveston Independent School District in their CSRFP 2021-22-001 for Behavior-Based Energy Conservation Program Services.

Based on this information, Cenergistic projects \$998,700 **net savings** for Galveston ISD over the term of the five-year contract (with renewal options) using our 35-year-old award winning, results-driven approach to maximize energy savings while improving classroom comfort with no impact on academic routines.

Our success is dependent on meeting or exceeding customer expectations and delivering superior energy savings results, which leads to our ultimate objective of long-term customer relationships. Cenergistic is incentivized to maximize savings for Galveston Independent School District, not simply to meet the minimum guaranteed savings projection.

	Contract Period						Sustainability Period	
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	YEAR 6	YEAR 7
Gross Savings	\$285,000	\$365,000	\$402,000	\$434,000	\$460,000	\$1,946,000	\$464,600	\$469,246
Energy Specialist (Part-time) Stipend ¹	\$32,500	\$33,300	\$34,100	\$35,000	\$35,900	\$170,800	\$36,798	\$37,717
Energy Accounting Software ²	\$8,900	\$8,900	\$8,900	\$8,900	\$8,900	\$44,500	\$8,900	\$8,900
Cenergistic Energy Management Program ³	\$101,100	\$136,800	\$151,900	\$166,500	\$175,700	\$732,000	TBD	TBD
Total Projected Investment ⁴	\$142,500	\$179,000	\$194,900	\$210,400	\$220,500	\$947,300	TBD	TBD
Net Savings to Client ⁴	\$142,500	\$186,000	\$207,100	\$223,600	\$239,500	\$998,700	TBD	TBD

1. Client employs and pays Energy Specialist. Recommended Energy Specialist stipend for one part-time position, annualized, including night, weekend and holiday work. Final stipend figure will affect net savings.

2. Energy Accounting Software is licensed by your organization directly from EnergyCAP, Inc. Terms and conditions to be negotiated directly with EnergyCAP, Inc.

3. Cenergistic's fee is discounted in the early years to generate maximum net savings. The fee will adjust annually as savings grow. Year 1 discounted base fee of \$8425 will be billed monthly.

4. Total investment guaranteed to be funded from savings, including Energy Specialist stipend and cost of third party software. Net savings to client assumes gross savings projections are realized; actual net savings will vary based on the level of gross savings achieved.

Proposal valid for 180 days from the date of its delivery.

Program Fee

Cenergistic's energy conservation program is funded through energy savings via a fixed monthly fee.

Cenergistic's fee is capped and is not a percentage of actual savings. Since we routinely outperform savings projections for our clients, this provides a significant benefit to you in that every dollar we help you save above our projections goes 100% to the district's net savings.

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.

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 1,500 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 Galveston Independent School District 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, Galveston ISD's total investment in our energy conservation program exceeds the amount saved, Cenergistic will write a check for the difference. This represents our commitment to maximize savings while maintaining or improving the health of your buildings and classroom comfort for Galveston ISD.

Savings Projection Methodology

Cenergistic's energy projection for Galveston Independent School District is based on two major data sources:

1. Data specific to Galveston ISD; 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 35 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 meter 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:

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

Section IV: References

Cenergistic Client Name	Savings to Date	Enrollment	Program Start Date	Baseline Year KBTU EUI	KBTU use EUI most recent	Square Footage
Fort Bend Independent School District 16431 Lexington Blvd Sugar Land, TX 77479 Mr. Oscar Perez, Chief Operations Officer 281.634.1000/Oscar.Perez@fortbendisd.com	\$9,516,850	73,377	12/1/2017	99.98	36.23	12,521,342
Grapevine-Colleyville Independent School District 3051 IRA E WOODS AVE GRAPEVINE, TX 76051-3897 Ms. Paula Barbaroux, Chief Operating Officer 817.251.5561/paula.barbaroux@gcisd.net	\$3,908,547	13,294	7/1/2015	43.60	31.43	3,172,117
Pasadena Independent School District 1814 E. Sam Houston Parkway South PASADENA, TX 77503 Mr. Kevin Fornof, Assoc. Supt. for Facilities & Construction 713.740.5350 x78352/kfornof@pasadenaisd.org	\$9,397,080	54,000	2/1/2019	60.51	43.32	10,167,770
Birdville Independent School District 6125 E Belknap St. Haltom City, TX 76117-4204 Ms. Katie Bowman, Assoc. Supt for Finance & Auxiliary Svs. 817.547.5736/katie.bowman@birdvilleschools.net	\$3,482,904	28,299	7/1/2016	39.75	29.40	4,281,323
Alief Independent School District PO BOX 68 ALIEF, TX 77411-68 Mr. HD Chambers, Superintendent 281.498.8110/hd.chambers@aliefisd.net	\$9,956,860	47,202	10/1/2014	42.81	31.99	7,265,707
Abilene Christian University ACU Box 29100 Abilene, TX 79699 Kevin Campbell, Senior Vice President for Operations 325.674.6552/kevin.campbell@acu.edu	\$6,591,010	4,367	6/1/2014	89.77	73.29	2,036,196
Weatherford Independent School District 1100 Longhorn Dr. Weatherford, TX 76086 Ms. Lori Boswell, Ass't. Supt of Business & Finance 817.598.2800/lboswell@weatherfordisd.com	\$1,004,710	8,083	9/1/2019	47.61	35.41	1,739,764



Dale Marsden, Ed. D.
Superintendent

Joe Aceto, Administrator of Operations

January 8, 2020

Re: Cenergistic, Inc.

To Whom It May Concern,

It is with great support and enthusiasm that I write this letter of recommendation on behalf of Cenergistic, Inc. As Administrator of Operations with San Bernardino City Unified School District, it is my responsibility to work closely with Cenergistic to develop and monitor the energy management program for the district.

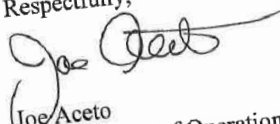
Cenergistic's energy specialists work diligently to conduct thousands of building audits to ensure the accuracy of utility bills, equipment is operating as designed – but most importantly, they lead the effort to ensure that we maintain human comfort in our efforts to save energy. Cenergistic also assists the District with Energy Star certification, where we have had huge success – in 2017-2018, SBCUSD had 71 schools (91% of sites) achieve certification.

Being good stewards of public funds, it is our responsibility to ensure we are not wasteful, as every dollar saved on utilities is money that can be spent in the classroom. I am extremely pleased with the success of the program, which from August 2012, to present, has saved the District over \$33M (which represents a 36% cost avoidance), while reducing our usage a whopping 44%!

Our program's environmental impact is equally impressive. We have reduced the amount of greenhouse gasses by the same amount as 17, 860 homes operated for an entire year, and reduced CO2 emissions compared to driving a vehicle for over 256 million miles.

I am looking forward to continued success through our partnership with Cenergistic as we work as a team to increase savings.

Respectfully,


Joe Aceto
Administrator of Operations
Facilities & Operations

FACILITIES PLANNING/MAINTENANCE & OPERATIONS/TRANSPORTATION/ ENERGY MANAGEMENT
956 West 9th Street • San Bernardino, CA 92411 • (909) 388-6100 • Fax (909) 885-9991



BOARD OF EDUCATION

Gary Altenburg, DDS
Joan Gardner
Joe Muga, Ph.D.
Doug Paulson
Georgine Tomasi

SUPERINTENDENT

Luis A. Rankins-Ibarra, Ed.D.

January 7, 2020

Re: Cenergistic

To Whom It May Concern:

I am pleased to prepare this letter of recommendation on behalf of Cenergistic.

As Assistant Superintendent of Business Services at the Escondido Union School District, I have worked closely with Cenergistic since 2013 to develop and maintain a comprehensive energy management plan for the district. As part of this comprehensive energy management plan, district personnel worked side-by-side with Cenergistic engineers, experts, and the Energy Specialist to audit and optimize energy-using systems across the organization to achieve peak efficiency.

Thanks to the district's partnership with Cenergistic, EUSD was able to exceed its ambitious goal of 23 percent utility costs savings from the 2013 base year for the 2018-19 program year. Since 2014, EUSD has reduced its total energy use by 27 percent and has created an empowering culture of sustainability among students, teachers, staff members, and administrators.

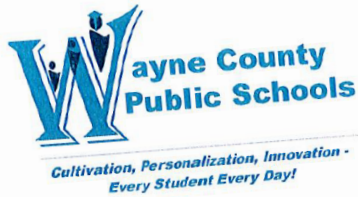
We look forward to continuing our partnership with Cenergistic to conserve energy and save money.

Sincerely,

Michael Taylor
Assistant Superintendent
Business Services Division

**CARILYN GILBERT
EDUCATION CENTER**

2310 Aldergrove Ave.
Escondido, CA 92029
Tel (760) 432-2400
www.eusd.org



Superintendent
Dr. Michael J. Dunsmore

Board Chair
Don Christopher West

Board Vice-Chair
Jennifer S. Strickland

Members
Patricia A. Burden
Joseph W. Democko
J. Ven Faulk
H. Len Henderson
Richard W. Pridgen

January 7, 2020

To Whom It May Concern:

Wayne County Public Schools has been in partnership with Cenergistic for almost two years. In that time the district has seen substantial energy savings due to the implementation of the program provided by Cenergistic. With their help the district has moved toward establishing a culture energy savings awareness.

The focus on energy conservation has been led by the Cenergistic energy specialist within our system working everyday side by side with our staff. Our specialists have worked with our building automation systems, they audit our buildings throughout the week at various times of the day, and we have been very fortunate to have experterts from Cenergistic visit our system to assist us with improving our equipment optimization.

Above all, our relationship is very positive. We have found everyone associated with Cenergistic to be knowledgeable, professional, and above all a pleasure to work with.

If I can be of future assistance please do not hesitate to call.

Sincerely,

Tim Harrell, Ed.D
Assistant Superintendent of Support Services

Other Appendices:

Proprietary Technology & Tools

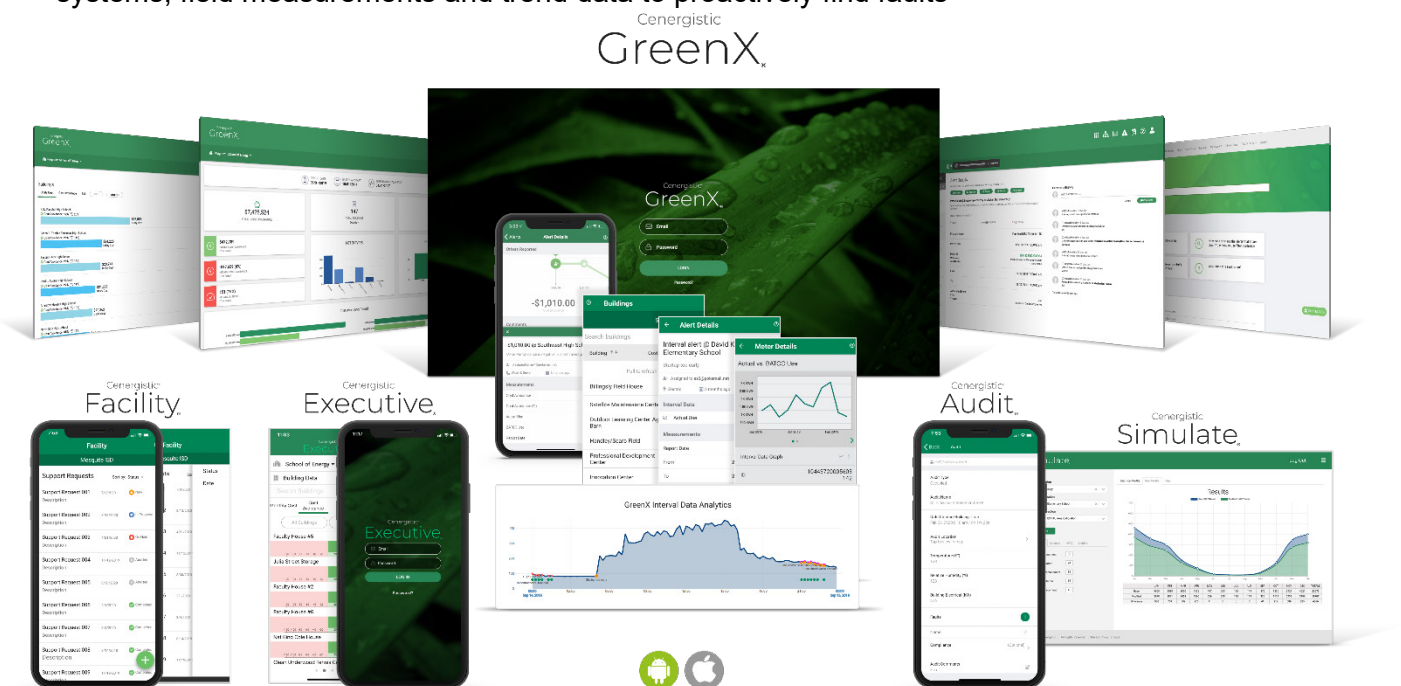
Our cloud-based technology platforms provide big-data, analytics and machine-learning techniques enabling your facilities team to accelerate change and maximize savings opportunities and transforming how you allocate operating dollars with built-in predictive modeling, actionable insights and active alerts.

Cenergistic Executive® puts business intelligence on energy performance in the palm of your hand. Developed for leaders, it delivers real-time data about your energy savings anytime, anywhere, systemwide — down to the smallest building's smallest meter.

Cenergistic GreenX® tracks all your utility meter, interval meter, EMS data and audit data from your on-site Energy Specialist. Over time, through machine learning, Cenergistic GreenX® understands how your buildings should operate day-over-day, month-over-month and year-over-year — alerting your Energy Specialist to areas that may need attention. The audit function inside Cenergistic GreenX® uses workflows that include alerts, pictures and notifications to provide opportunities to convert energy waste into energy savings.

Cenergistic Simulate® is Cenergistic's proprietary advanced simulation tool allowing you to build facilities-based energy models around any variety of scenarios quickly, efficiently and accurately so you can make more informed building decisions.

Cenergistic Predict® is our visual inventory tool that uses data from energy management and control systems, field measurements and trend data to proactively find faults



Communication and Public Relations Support

Implementing an organizational behavior-based energy saving program involves more than just sending out announcements. Coordination and communication efforts are critical in a decentralized campus environment which supports people with different backgrounds, areas of focus, personal concerns, levels of education, personalities, preferences, etc.

Our communication efforts involve constant reinforcement, generating customized messages on a broad and individual level, employing printed, digital, and face-to-face communication, facilitating effective meetings, and much more. Maximizing savings requires everyone who consumes energy be engaged in understanding how to also save it.

To support the Galveston ISD's energy conservation program communications efforts, we will provide communications and public relations (PR) support. We will assist your organization in leveraging internal communications tools we have, as well as the tremendous PR opportunities available to promote your energy conservation program.

Proper messaging is essential to helping audiences – internal and external – understand the value of the program and how it works. From the day the program commences through every significant accomplishment or milestone, we will offer PR and communications guidance that ensures you deliver accurate and positive messages to engage and excite your constituents.

- Examples of communications topics we can assist you in promoting include:
- Evaluating and recommending actions in the Senior Leadership program
- Initiating and defining the program
- Establishing expectations concerning early goals and long-term deliverables
- Achieving financial, environmental and education milestones
- Receiving national recognition, such as ENERGY STAR Building Labels
- Highlighting exceptional achievements
- Reporting monthly and ongoing program progress and accomplishments
- Completing the contract period and continuing towards long-term sustainability
- Recognizing special events, such as Earth Day, or conducting state/national leader tours

These events provide opportunities for the district to be recognized and position your message in a way that captures attention and respect.

Healthy Building Factors



- Audit / Identify lighting issues
- Develop lighting operational plans
- Engage staff in lighting conservation
- Identify noisy area / resolve issues
- Know what is normal / fix abnormal
- Engineering support when required
- Establish building water quality protocol
- Implement water conservation
- Monitor cooling tower water treatment
- Ventilation analysis and monitoring
- Filtration surveys and monitoring
- Indoor air quality expertise
- Establish / maintain standard of comfort
- Track / reduced comfort complaints
- Engineering support when required
- Establish moisture management plan
- Engineering support when required
- Monitor / data log all buildings

Additional Program Benefits

- **Responsible Citizenship:** Teaching conservation to your staff and students leads to responsible citizenship as they strive to reduce their carbon footprint and use of our natural resources for life.
- **Energy Program Awareness:** Your Energy Specialist will work with your Director of Communications to keep your staff and students informed as to how their actions will increase financial success and reduce your districts impact on natural resources.
- **Recognize Success:** Your team works hard to implement a successful energy program. Each year, Cenergistic helps you showcase your energy program success to your community.
- **Nationwide Energy Data Base:** The data your Energy Specialist collects from your energy systems are aggregated with all data from our 2,000+ partners. This data allows our technical conservation specialist to see trends and implement national best processes and solutions for each partner.
- **Capital Investment Evaluations:** Our technical conservation experts will work alongside your Energy Specialist to evaluate all proposed capital investments with your ROI value and the best interest of the district front and center.
- **Program Success Recognition:** As part of Cenergistic's energy savings contract, in Years 4-5 of the program, Cenergistic personnel will coordinate with Sarasota County Schools to seek recognition for the savings achieved. Specifically, Cenergistic will pursue ENERGY STAR and other national conservation awards for Sarasota County Schools as well as public relations opportunities.
- **Program Success Recognition:** As part of Cenergistic's energy savings contract, in Years 4-5 of the program, Cenergistic personnel will coordinate with Galveston ISD to seek recognition for the savings achieved. Specifically, Cenergistic will pursue ENERGY STAR and other national conservation awards for Galveston ISD as well as public relations opportunities.

Cenergistic Services Agreement

For more than 35 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 an average of 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 energy accounting software*.

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

How Cenergistic's Terms & Provisions Benefit Our 2,000+ Clients

A. Program Implementation

- Cenergistic heavily supports your district's leadership with program implementation, including assisting the development of a Board policy to communicate Board support for the energy program as encouragement to your employees to support the energy program.
- We work with you to develop administrative guidelines for the program that will be customized to your educational and operational environment.
- We provide training and support for your employees in use of the EnergyCAP software used for calculating savings from the program.
- We collaborate with your 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 your 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 your 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, then presents formal savings reports to your district's Program Liaison for approval.

C. Term

Based on our 35+ years of experience, we offer a standard five (5) year term with renewal options to provide sufficient time for the change in the entire district's culture to become fully realized, leading to long-term energy sustainability.

D. Fees

Your district's fee is a fixed, predictable amount, paid monthly during the term of the contract. This fee is **funded from energy savings**.

E. Savings Guarantee

Cenergistic's savings guarantee ensures that your costs over the course of each Performance Year are paid through savings or Cenergistic will reimburse the difference. Our savings guarantee protects Galveston Independent School 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 continuing fees beyond the termination effective date, only reimbursement to Cenergistic for our costs and expenses that have not been recouped prior to termination.

G. Proprietary Program

Cenergistic shares Proprietary Information with your district that is critical to your 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, your district has the option to extend the contract and continue to receive all the benefits of Cenergistic's energy savings program. Your district can then opt to terminate at any time during an extension period, with a 60-days' notice.

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 are determined, and the various steps included in determining savings.

Please see our sample contract starting on the next page.

July 12, 2021

Cenergistic began serving schools over 35 years ago. In the early 1980s, with only one-third of the schools in a particular school district having air conditioning, that school board passed a bond to add air conditioning to the remaining 22 schools. The district's engineer projected electricity costs to nearly triple (from \$1.25mm to \$3.25mm). Board member William S. Spears spent an entire year developing a behavioral approach to energy conservation whose goal was to offset some of the increased utility costs. However, in the first year of operating a fully air-conditioned district with the new behavioral conservation program in place, that district spent just \$928,000 on electricity. This astounding success led to state and national recognition and a new company's birth.

Since then, Cenergistic has worked with over 1,500 public sector clients, primarily school districts, colleges, and universities, and has saved those clients billions of dollars in energy expenses in the aggregate. Cenergistic's partners have earned thousands of awards from the U.S. Department of Energy and Environmental Protection Agency for creating healthier and more conservation-minded buildings. Please see the EPA, Energy Star, and Better Buildings Programs websites for more information on our Program Partner's awards. The Cenergistic Program has allowed schools, colleges, and municipalities to better manage rising energy costs and to, among other things, raise teacher pay, delay or avoid a new bond issuance, and buy new computers and technology. Unlike most energy efficiency companies today whose energy efficiency savings go to pay for that company's new equipment, the choice of how to use the dollars that Cenergistic puts back in your budget is up to you. Further, Cenergistic creates healthier buildings for staff and students by focusing on adequate ventilation, filtration and optimization of all HVAC equipment in your organization.

Our engineering and energy experts are frequently on-site with every Client. Further, Cenergistic trains, coaches and supports energy specialists hired by you from your community who are personally invested in and committed to your people and buildings. Much of our work is behind the scenes and after hours. Our goal is to improve the environment and health of each building while reducing consumption. If your students and staff do not notice our work, then we are doing our job. You will see it in our results, however. No matter how often we are on-site to provide training and support that results in significant energy savings and healthier buildings, there are no additional charges to you beyond our fixed monthly fee, the cost of the energy accounting software, and the cost of the energy specialist's salary and benefits.

Unlike most energy efficiency companies today that rely almost exclusively on new equipment or software, Cenergistic leverages the power of our tech-enabled people working with your team to manage your buildings. The Cenergistic team members and your energy specialist act on the data generated by our proprietary energy management software platform, Cenergistic GreenX®. Data without action or action without data does not generate significant or sustainable savings. Cenergistic combines data and your staff's actions in your buildings to optimize your results in both energy savings and healthier buildings.

It takes significant time and money to train and maintain a specialized workforce that delivers healthier building environments and savings. Our people are your partners. Thank you for entrusting us with your buildings.

We are excited to get started in our partnership with you.

CENERGISTIC LLC SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into by and between Galveston Independent School District ("**Client**") and Cenergistic LLC ("**Cenergistic**"). Cenergistic agrees to perform certain services for the Client beginning on _____ ("**Start Date**"), on an independent contractor basis, and the Client desires to accept such services. Client and Cenergistic agree as follows:

1. **Cenergistic Services and Responsibilities.** Cenergistic agrees to perform the following energy management and healthier building services ("**Services**"):
 - a. Provide on-site and remote assessments of the Client's facilities and equipment on an ongoing basis and formulate and deliver energy management recommendations based on those assessments ("**Program**").
 - b. Schedule and conduct initial kickoff meetings with key members of your staff.
 - c. Provide access to and training on the Cenergistic GreenX[®] software platform.
 - d. Serve an active and key role to assist and guide Client with its search for an Energy Specialist and train, coach and support that Energy Specialist to lead the Client's implementation of the Program. Cenergistic's energy consultants will be available to respond remotely or onsite to special needs or questions of the Energy Specialist.
 - e. Provide extensive resources (including remote and on-site assessments by Cenergistic specialists), support, training, action planning, and education to the Client relating to the Program.
 - f. Build energy plans for each Client campus/facility, including simulation models that can be used to estimate the energy consumption impact of any actual or potential change in equipment or other infrastructure.
 - g. Provide monthly reporting on the energy consumption and Savings (as defined below) at the meter, building, and organizational level.
 - h. Provide semi-annual board updates on the Program.
 - i. Provide assistance and training for the Energy Specialist's ongoing occupied and unoccupied audits and assessments of Client campuses, facilities, and equipment to identify energy savings and healthier building opportunities.
2. **Client Responsibilities.** Because a cooperative and collaborative relationship is needed between the Client and Cenergistic to realize the benefits of the Program, Client agrees to perform the following:
 - a. Require key stakeholders to attend the initial kickoff meetings.
 - b. Hire a part-time (with a daily commitment) employee to serve as the Energy Specialist who is dedicated to implementing the Program in the Client's facilities and whose primary duties will be to spend time in the Client's facilities to identify savings opportunities and to work with Cenergistic and Client to execute proven implementation strategies. Times outside of the instructional day are particularly valuable for identifying and capturing energy savings opportunities making it critically important that the Energy Specialist be available for work during unoccupied times including nights, weekends and holidays. Client will pay the salary, benefits, and other expenses related to such Energy Specialist at a level that is within the range recommended by Cenergistic to attract and retain qualified people ("**Compensation**"). Client will not hire or

retain an Energy Specialist that is unacceptable to Cenergistic, which acceptance may not be unreasonably withheld. The Energy Specialist position will not be vacant for more than thirty (30) days in any twelve month period.

c. The Energy Specialist must attend on-site appointments, remote training, or other education as provided by Cenergistic, and must be receptive and responsive to the training, education and feedback provided by Cenergistic. In consideration of the education and training provided by Cenergistic, the Energy Specialist must agree not to disclose Proprietary Information to third parties or to compete with Cenergistic. This agreement must be in writing and acceptable to Cenergistic. The Client shall have no responsibility or liability for the compliance by the Energy Specialist with the agreement referenced in this Paragraph.

d. Adopt and follow (i) administrative guidelines ("**Guidelines**") for the Program within 30 days of Start Date and communicate those guidelines to its employees, contractors, and other on-site service providers, and (ii) a Board Policy reflecting a high level of support for the Program within 60 days of Start Date.

e. Within 30 days of the Start Date, license energy accounting software from EnergyCAP, Inc., or, at Cenergistic's request at any time during the Term, another energy accounting software.

f. On or before the Start Date, appoint (and maintain) a cabinet-level employee to act as Program Liaison to serve as the Energy Specialist's supervisor, to be reasonably accessible and responsive to Cenergistic and attend, at Cenergistic's expense, training on the energy accounting software.

g. Within 30 days of the Start Date, (i) provide the Energy Specialist and Cenergistic personnel with access and authority (within the Guidelines) to program and make changes to the settings and run times of all facilities' equipment and systems (for example, HVAC, water, and sewer, lighting, time clocks, thermostats), whether controlled by EMS or otherwise, and (ii) expand comfort tracking procedures to route any comfort complaints to the Energy Specialist.

h. Make all utility records for the past five fiscal years and during the Term available for review and copying.

i. Timely respond to Cenergistic requests regarding information impacting energy consumption independent of the energy program, such as equipment upgrades and occupancy changes.

3. **Compensation.** Client shall pay Cenergistic a fee of \$8,425.00 for each month during the first year, \$11,400.00 for each month during the second year, \$12,658.33 for each month during the third year, \$13,875.00 for each month during the fourth year, and \$14,641.67 for each month during the fifth year ("**Monthly Fee**"), for a total of sixty (60) consecutive months. Cenergistic will submit invoices to the Client monthly on or near the last day of each calendar month. Payment of such invoices will be due within thirty (30) days of the Client's receipt of such invoice. Cenergistic may suspend Services and the Program if an invoice is sixty (60) or more days past due.

4. **Term.** The term of this Agreement shall be for sixty (60) months beginning on the Start Date and ending on the last day of the 60th month following the Start Date. The Agreement will automatically renew for an additional one (1) year period at the expiration of the initial term and each additional term, upon the same terms outlined in this Agreement, unless either Party gives written notice to the other Party at least 90 days before the scheduled termination date. The initial sixty (60) month term and any automatic extensions are referred to as the "**Term**."

5. **Measurement of Savings.** The value of the reduced energy consumption resulting from the Program ("**Savings**") will be measured following the Measurement and Verification Plan ("**M&V Plan**") attached to this Agreement.

6. Cenergistic Guarantee. Provided the Client substantially performs its responsibilities under Section 2 and does not terminate the Agreement for Convenience, on each of the five (5) anniversaries of the Start Date, if the sum of the Monthly Fees and the Compensation paid over the prior twelve (12) month period exceeds the cumulative Savings over that same period, then Cenergistic will refund that difference to the Client within 30 days after the Savings for that twelve (12) month period have been finalized. If the Client is not substantially performing its responsibilities under Section 2, Cenergistic will provide the Client with written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations to remedy). The Client will have a reasonable time (not to exceed 30 days from the date of the notice) to cure such failure. If the Parties disagree on whether the Client is substantially performing its responsibilities under Section 2, the Parties agree to meet to resolve the differences as set out in paragraph 11 below.
7. Termination.
- a. *For Cause*. Either Party may terminate this Agreement for cause upon the other Party's failure to cure a material breach after written notice specifically describing the breach and giving that Party a reasonable (not fewer than 30 days) opportunity to cure the claimed breach. Upon Client's termination for a Cenergistic breach, Client will not owe Liquidated Damages (as set forth below). Upon Cenergistic's termination for a Client breach, Client shall pay Liquidated Damages (as set forth below).
 - b. *For Convenience by Client*. The Client may terminate this Agreement at any time for any reason or no reason (including if there is no appropriation of funding) upon sixty (60) days prior written notice to Cenergistic provided that Client pays (1) all accrued but unpaid fees through the date of termination and (2) an amount equal to the Liquidated Damages (as set forth below).
 - c. *Liquidated Damages*. Cenergistic bears significant costs that far outweigh fees received from the Client in the Agreement's initial years. Consequently, Cenergistic is significantly "at-risk" due to the high costs of its service personnel and engineering provided. Therefore, Client agrees to pay the following amounts to compensate Cenergistic for the damages suffered by Cenergistic from either a termination for convenience by Client or termination by Cenergistic due to Client's breach provided such breach is Client's failure to timely pay invoices in accordance with this Agreement (in either case "**Liquidated Damages**"): (1) any time during the first 12 months of services, an amount equal to fifteen (15) multiplied by the Monthly Fee for the fifth year; (2) any time during the next 36 months (i.e., months 13 through 48 of the Term), an amount equal to twelve (12) multiplied by the Monthly Fee for the fifth year and (3) any time during the next 12 months (i.e., months 49 through 60 of the Term), an amount equal to the lesser of six (6) multiplied by the Monthly Fee for the fifth year or the remaining Monthly Fees due for the remainder of the Term. Client agrees to pay the applicable Liquidated Damages to Cenergistic on or before the date of termination in a termination for convenience and on or before 15 days after the date of termination in the event of a termination by Cenergistic due to Client's breach.
 - d. *Impact of Termination*. Upon termination of this Agreement for any reason (including expiration of the Term or any renewal of the Term), Client will (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the Client in connection with the Program; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic, (c) cease using the Proprietary Information and implementing the Program and (d) discontinue the employment of any Energy Specialist trained by Cenergistic in that position or reassign such person to a role in which none of the duties involve energy management.
8. Data and Sustainability Benefits. Cenergistic retains the right and title to anonymous data collected from

Clients' buildings for any purpose, including to improve its software and to report or realize associated benefits from carbon credits, energy savings, and other sustainability benefits that may now or in the future, have value in the market for carbon savings created by Cenergistic's proprietary know-how and work.

9. Client Agreements.

a. *Non-solicitation.* Client agrees not to solicit, hire, or retain any Cenergistic employee during the Term and for two years following the termination or conclusion of this Agreement.

b. *Confidential and Proprietary Information.* The Client will have access to and use of (1) Cenergistic's energy management program, (2) materials that are copyrighted, patented, protected by trade secrets and other information that is proprietary to Cenergistic, and (3) proprietary Cenergistic software, upon acceptance of the Terms of Services which are incorporated by reference. Items (1) through (3), along with all database files created using the energy accounting software, are "**Proprietary Information**." The Client agrees that Cenergistic is the owner of all right, title, and interest in and to the Proprietary Information and that nothing contained in this Agreement shall be construed as granting any ownership right to the Client in any Proprietary Information or any invention or any patent, copyright, trademark, or other intellectual property rights. The Client shall not make, have made, use, or sell for any purpose, any product or process using, incorporating, or derived from any Proprietary Information nor copy, modify, reverse engineer, decompile, create other works from, or disassemble any software programs in the Proprietary Information. The Client shall keep the Proprietary Information (including all copies) confidential to the full extent permitted by law and shall give Cenergistic written notice and an opportunity to respond if the Client receives a third-party request for Proprietary Information. The Client's obligations under this paragraph survive termination of this Agreement. The Client agrees that breach of this paragraph will cause Cenergistic irreparable harm for which recovery of money damages would be inadequate and that Cenergistic shall therefore be entitled to obtain immediate and permanent injunctive relief, without the necessity of posting bond, as well as such further relief as may be granted by a court of competent jurisdiction.

10. Assignment. Client may not assign this Agreement. Cenergistic may assign this Agreement to any affiliate or successor.

11. Dispute Resolution. Open communication and cooperation of the parties are vital to the Program's success and 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 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 Agreement shall be subject to litigation proceedings before completing the meeting, except for an action to seek injunctive relief.

12. Miscellaneous. This Agreement constitutes the entire Agreement and understanding between the parties. It supersedes any prior agreement or understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement. The failure of either Party in any one or more

instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **SERVICES AGREEMENT** as of the date stated under that party's signature.

CENERGISTIC LLC

By: _____

Name: John Bernard

Title: President

Date: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Galveston Independent School District, TX (VFF) v.1 071221

MEASUREMENT AND VERIFICATION PLAN

This document establishes the guidelines and identifies the methods for measurement of electricity, coal, fuel oil, propane, natural gas, water, sewer, or other utilities purchased by the Client ("**Energy**") and the cost savings achieved through the Program delivered by Cenergistic according to the Contract.

1. **Scope:** The Program's scope includes all Energy in all facilities and infrastructure owned or leased by the Client. A whole building (facility) approach will be used because the Program impacts the entire facility's Energy reduction. All utility meters are included except meters for which (i) energy consumption is immaterial and/or (ii) the Program will not have a material impact on consumption (e.g., when on-site service providers do not follow the Client's energy policy and guidelines or when the Client chooses not to implement water conservation).
2. **Meter Specifications:** Utility-grade meters used for billing are the only meters used. Exceptions: For bulk fuel stored in tanks, manual measurements recorded by the Client or the provider may be used. In master-metered campus situations, submeters may be necessary to accurately identify buildings by building energy usage. If submeters are not used in master-metered campus situations, usage data provided by the Client for internal billing may be used.
3. **Calibrated Simulations:** In the event metering equipment is determined to be unreliable, unavailable, or does not accurately measure the effectiveness of the Program, Whole Building Calibrated Simulation, a process that uses a computer simulation tool to create a mathematical model of the building using pre-retrofit historic Energy consumption to project post-retrofit Energy consumption savings will be used.
4. **Baseline:** Using the Energy Accounting Software, a baseline period shall be established for each meter consisting of 12 consecutive months that precede the Start Date. Usually, this is the 12 consecutive months immediately before the Start Date. The data collected includes identifying the baseline period, baseline Energy consumption and demand data, and other independent and relevant variable factors (for example, occupancy type, building information such as square footage, etc.). For new construction, Cenergistic will use a Whole-Building Calibrated Simulation to compile the baseline.
5. **Adjustments:** Adjustments to the baseline period will be made by Cenergistic for material changes in conditions that are independent of the Program and by the Energy Accounting Software for material changes, as follows:
 - Floor space or square footage
 - Occupancy type, occupancy schedule, or equipment scheduling
 - Facility construction/renovation or hardware efficiency upgrades
 - Alignment of the base year's consumption period to the current billing period
 - Equipment malfunctions that impact savings
 - Operational changes that are outside the Program

Adjustment calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals, or Certified Energy Managers.

6. **Energy Value:** The dollar value of each unit of Energy use avoided is the all-in rate per meter for that unit of Energy. The all-in rate is determined by dividing the total baseline expense by the total baseline consumption for that meter as reported by the utility company. ("**Energy Value**"). Solar shall be valued at the Energy Value of the utility company supplied supplemental meter for the site or by calculating the Energy Value using the annual solar power purchase agreement's annual baseline costs and consumption. The all-in-rate unit cost for each meter shall be increased by 2% each year beginning in the first month of Performance Year 2.
7. **Savings:** Energy savings are determined by comparing measured use before and after the Start Date for the similar time (i.e., baseline January is compared to performance year January) after taking into account the adjustments outlined in Section 4 and 5 above and multiplying by the applicable Energy Value ("**Savings**"). Savings are further increased by Cenergistic actions such as identification of utility billing errors which lead to refunds, rebates, rate changes, demand-side management initiatives, and other measures that do not reduce energy usage but reduce the Client's out of pocket utility costs.

Required Forms

- Vendor Information/Invoicing/Purchase Order Policy
- Statement of Compliance/Deviation Form
- Certificate of Residency
- Certification of Prohibited Contracts
- Criminal Background/Felony Conviction
- Conflict of Interest Questionnaire
- W-9
- Insurance – COI

Proposer Information

Legal Company Name: Cenergistic
Mailing Address: 5950 Sherry Lane, Suite 900
City: Dallas State: TX Zip: 75023
Respondent's Name: Deb Van Winkle Title: Sales Development Coordinator
Phone: 214.273.2837 Email Address: dvanwinkle@cenergistic.com
Local Representative: Kim Dill
Phone: 817.247.6539 Email Address: kdill@cenergistic.com
Local Office Address: 5950 Sherry Lane, Suite 900 Dallas, TX 75225
Type of Operation: ☐ Individual ☐ Partnership ☒ Corporation

Invoicing: It is the District's desire to receive all invoices in electronic, PDF format. This process will allow for more efficient payment processing. All invoices must be submitted to the following email address: bethparker@gisd.org

If your company uses any other billing address, Galveston ISD will not be responsible for late payments, service charges, etc. All invoices must reference Galveston ISD's purchase order number.


Remit to Address: Cenergistic; Dep. 41160; P.O. Box 650823
City: Dallas State: TX Zip: 75265
Contact Name: Lana Churchwell Title: _____
Phone: 214.273.2800 Email Address: billing@cenergistic.com

Purchase Order Policy: All goods and/or services provided by the Vendor to the District must be on a Galveston Independent School District Purchase Order.

In the event, the Vendor provides any goods and/or service without a properly drawn District purchase order, the Vendor assumes all liability for cost of said product or goods. Payment is not guaranteed.

Your signature below is acknowledgement that you understand this policy

Print Name: Debrah Van Winkle

Signature: 

Statement of Compliance/Deviation Form

This form is a signed statement that the Statement of Qualifications complies with all specifications and/or scope of work contained in the solicitation document, unless listed as an Exception. Any deviations from any part of this solicitation document shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the terms, specifications and all other information contained in this document.

We hereby acknowledge receipt of CSRFP 2020-21-003, and certify that our Proposal conforms to the solicitation except as detailed below. We also acknowledge receipt of addenda as identified below.

Please see attached Exceptions/Deviations, immediately following this document.

Print Name: _____ Signature: _____

Acknowledgement of Addenda

Addendum Number: _____ Dated: _____ Acknowledge (initial): _____

Addendum Number: _____ Dated: _____ Acknowledge (initial): _____

Addendum Number: _____ Dated: _____ Acknowledge (initial): _____

Addendum Number: _____ Dated: _____ Acknowledge (initial): _____

☒ No Addenda were received

☐ No Deviations

Cenergistic Exceptions/Deviations to Galveston RFP 2021-22-001

Cenergistic believes that any questions or issues concerning the terms of the RFP can be resolved through discussion and negotiation, but in the spirit of full disclosure and to identify topics most conducive to further dialog and clarification, Cenergistic would list the following exceptions to the RFP. If Cenergistic is selected as a finalist or as the most responsive and responsible bidder, we would request an opportunity to discuss mutually acceptable clarifying language regarding the following exceptions and/or qualifications. Cenergistic has attached its form of contract and would request that such form of contract serve as the basis for the negotiation of a mutually agreeable contract between the parties. Any conflicts between the Cenergistic form of contract and the terms of the RFP are listed as exceptions. With respect to provisions:

1. Potentially not including all facilities such as the penultimate paragraph on page 3, the first paragraph on page 5, and Section 13.1, Cenergistic has provided a response for a comprehensive Program and if District attempted to pull out certain parts of the Program it would negatively and dramatically impact the effectiveness of the Program.
2. Regarding cooperative purchasing arrangements such as the last sentence on page 2 and Section 27.1, we would request clarification that minimum size and opportunity requirements be met by any potential candidate.
3. Providing for ongoing support at no additional cost beyond the end of the contract term such as the third paragraph of page 6, we would request clarification as to the scope of that support.
4. Regarding no out of pocket startup costs (or other costs) and payment tied to a percentage of savings such as the Fees section on page 6 and Section 12.1, please note that there is an out of pocket cost to the District in the payment of our fees and license fees for the energy accounting software (which are funded out of the existing utility budget), and while our fees are not based on a percentage of savings, they are covered by the savings guarantee which assures the District that all out of pocket expenditures will be more than covered by the generated savings.
5. Regarding the Measurement and Verification software such as the bottom of page 5 and the middle of page 7 and the savings being calculated in accordance with certain standards such as the bottom of page 6, we point you to the EnergyCAP, Inc. website for the standards for and qualifications of the energy accounting software and to the M&V Plan attached to our form of contract for the standards used for calculating savings.
6. Regarding what constitutes the contract, order of precedence, or contractually binding terms such as Section 1.2, Cenergistic would seek clarification that the order of precedence would be the final executed contract as negotiated by the parties with the other documents subordinate to such executed contract, and in the event of a conflict, the final executed contract would prevail.

7. That are not applicable to our services such as those in Section 4 (we are providing services not materials and Cenergistic personnel will be performing services at all times of the day and evening), Section 5 (we don't bill on time and materials basis; we provide consulting services), Sections 9.1, 9.2, 9.4 and 9.5 (we don't provide supplies or equipment and our consulting services and prices are specific to each client), we would request clarification that those items are inapplicable.

8. Relating to contract termination such as Sections 9.2, 9.3, 13.3, 14.1, 17 and 18, we would request that language regarding termination for convenience (including a lack of appropriations) or for breach, including the amount to be paid and the length of any notice or cure period, etc. which is contained in our standard contract and addresses necessary issues associated with such termination would be used.

9. Which potentially could allow the District to have a recognized proprietary or ownership interest in Cenergistic's proprietary and intellectual property such as Sections 5.2 and 28.1, Cenergistic is not transferring any proprietary or intellectual property to District, nor is anything Cenergistic creates becoming the property of District. We would seek clarification to appropriately protect our proprietary and intellectual property, including the ownership thereof by Cenergistic.

10. Allowing unilateral action by District such as Section 21.4, we would request clarifying language that such actions would require mutual agreement of the parties or a mechanism for notice and an opportunity to resolve.

11. That require Cenergistic to perform criminal background checks such as Section 22 and the top of page 25, we note that the state of Texas does not allow vendors to perform such checks; however, Cenergistic (at our expense) will take responsibility for obtaining the consents, identifying covered persons, and ensuring covered persons provide information to District as required so as to allow the District to perform such checks. Further, we would ask to qualify the statement at the bottom of page 25 with "to our knowledge".

12. Regarding indemnification such as Section 23 on page 15, we would request clarification that this would only apply to the extent of Cenergistic's negligence and would not include claims resulting from the negligence of the District or a third party.

13. Regarding insurance such as Section 24 on pages 15 – 17, Cenergistic has attached our COI which we believe satisfies the requirements. To the extent our COI does not satisfy these requirements, we would list as an exception to either remove such requirement or allow us the opportunity to obtain such coverage on commercially reasonable terms.

14. Regarding no commissions such as Section 9.3, we would like to point out that we do pay sales commissions to employees and independent contractors, none of which create a conflict of interest.

Certificate of Residency

Pursuant to Government Code, Chapter 2252, Subchapter A, makes it necessary for the District to determine the residency of its bidder. In part, this law reads as follows:

Section: 2252.001

(3) 'Non-resident' bidder refers to a person who is not a resident.

(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a government contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Resident proposer" refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

"Nonresident proposer" refers to a person who is not a resident.

"Resident state" means the state in which the principle place of business is located.

☒ My company is a "resident proposer"

☐ My company is a "nonresident proposer" of _____ (the state your principal place of business is located)

Does your "resident state" require proposer whose principle place of business is in Texas to under Proposal, proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ No

☐ Yes

If yes, what is the amount or percentage? _____

Printed Name: Debrah Van Winkle Position/Title: Sales Development Coordinator

Signature of Authorized Rep:  Date: 9/23/2021

Certification of Prohibited Contracts with Certain Companies and Not Boycott Israel Prohibited Contracts with Certain Companies

A Governmental entity may not enter into a Governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Contracts companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited.

Not Boycott Israel

Pursuant to Texas Government Code Chapter 2270: Section 2270.001 (Amended), Does not boycott Israel currently and will not boycott Israel during the term of any contract with Galveston ISD.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more.

NOTE: The U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

I, Debrah Van Winkle hereby certifies that Cenergistic (Company Name) it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, I will immediately notify the Galveston Independent School District's Purchasing Department.

Proposer further certifies and verifies that neither Proposer, nor any affiliate, subsidiary, or parent company of Proposer, if any (the "Proposer Companies"), boycotts Israel and Proposer agrees that Proposer and Proposer Companies will not boycott Israel during the term of this Agreement.

Printed Name: Debrah Van Winkle Position/Title: Sales Development Coordinator

Signature of Authorized Rep:  Date: 9/23/2021

Criminal Background Check

The Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The Proposer certifies to GISD that before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from GISD's property or other location where students are regularly present. GISD shall be the final decider of what constitutes a "location where students are regularly present." Proposer's violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this agreement showing compliance.

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge and I acknowledge compliance with this section.

Company Name: Cenergistic Company Official's Name: John Bernard

- ☐ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable
☒ My firm is not owned nor operated by anyone who has been convicted of a felony
☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony

Name of Felon(s): _____ Details of Conviction(s): _____

Name of Felon(s): _____ Details of Conviction(s): _____

Signature of Company Official:  Date: 9/23/2021

NOTE: Name and signature of company official should be the same as on the Service Proposer Certification

Proposer is responsible for the performance of the persons, employees, and sub-contractors. Proposer assigns to provide services for Galveston ISD pursuant to this document on any and all Galveston ISD campuses or facilities. proposer will not assign individuals to provide services at a Galveston ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Galveston ISD Purchasing Department.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

N/A - Deb Van Winkle - Cennergistic

Adopted 8/7/2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-805702

Date Filed:
09/23/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cenergistic
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFCSP 2021-22-001
Behavior-Based Energy Conservation Program Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spears, William	DALLAS, TX United States		X
	Cenergistic Holdings, Inc.	DALLAS, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 219168

6 City, state, and ZIP code

Kansas City, MO 64121-9168

7 List account number(s) here (optional)

Requester's name and address (optional)

Physical 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

Lana Churchwell

Date ►

1/8/2021

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC PO Box 3507 Little Rock AR 72203-3507		CONTACT NAME: Felecia Prince PHONE (A/C, No, Ext): (800)852-5053 FAX (A/C, No): (501)377-2470 E-MAIL ADDRESS: felecia.prince@stephens.com															
INSURED Cenergistic, LLC 5950 Sherry Lane Suite 900 Dallas TX 75225		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit Insurance Company</td> <td>41840</td> </tr> <tr> <td>INSURER C: Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER D: Ace American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E: Federal</td> <td>20281</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B: Allmerica Financial Benefit Insurance Company	41840	INSURER C: Massachusetts Bay Insurance Company	22306	INSURER D: Ace American Insurance Company	22667	INSURER E: Federal	20281	INSURER F:	
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INSURER E: Federal	20281																
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 21-22 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLT-D511655	1/1/2021	1/1/2022	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$ 10,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td>\$ Included</td> </tr> <tr> <td></td> <td>\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ Included		\$
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ Included																				
	\$																				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWT-D481175	1/1/2021	1/1/2022	<table border="1"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td>\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td>\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td>\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td>\$</td> </tr> <tr> <td>Hired Car Physical Damage Comp</td> <td>\$ 50,000</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Hired Car Physical Damage Comp	\$ 50,000				
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			UHT-D511662	1/1/2021	1/1/2022	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 25,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td>\$ 25,000,000</td> </tr> <tr> <td></td> <td>\$</td> </tr> </table>	EACH OCCURRENCE	\$ 25,000,000	AGGREGATE	\$ 25,000,000		\$								
EACH OCCURRENCE	\$ 25,000,000																				
AGGREGATE	\$ 25,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WHT-D497640	1/1/2021	1/1/2022	<table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
D	Prof.Liability A/I W/Contract			G2167437014	1/1/2021	1/1/2022	Limit/Agg 5,000,000														
E	Crime			561764	1/1/2021	1/1/2022	Limit/Agg 1,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder, Owner & Architect are Additional Insured's under the General Liability (on a Primary & Non-Contributory Basis), Auto Liability & Excess Liability Policies as required by written contract for both ongoing & completed operations. A Waiver of Subrogation in their favor applies to the General, Auto, Umbrella & Workers Compensation where allowed by law.

CERTIFICATE HOLDER

CANCELLATION

Galveston ISD 3902 Ave T. Galveston, TX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ted Grace/PRFE
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ACORD 25 (2014/01)

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INS025 (201401)