



Nania Energy Advisors Energy Services Agreement

River Forest Public Schools District 90 (“Client”) and Nania Energy Advisors, acting as an independent contractor, enter into this Energy Services Agreement (“Agreement”) as of May 18, 2020 (“Effective Date”) and agree to the terms as follows:

Service Commitment- Nania Energy Advisors is qualified and committed to handle all aspects of the client energy procurement needs under this Agreement. Client shall work exclusively through Nania Energy Advisors for all steps of the energy procurement process **initialed below:**

- 1.) Commodity Purchasing
- 2.) Efficiency Projects and Upgrades
- 3.) Usage Optimization

_____ **Commodity Purchasing-** Nania Energy Advisors will perform a needs analysis to uncover specific energy goals. A formal request for sealed bid or live auction pricing (“Solution”) will be submitted for the Electricity commodity exclusively on behalf of the Client to qualified retail energy suppliers (RES). The Solution is for the benefit of the Client and not any third party and will be utilized in accordance with applicable law. A price comparison or auction results summary shall be provided in a format that clearly outlines the supply options and a recommendation for easy Client evaluation.

Nania Energy Advisors may administer a reverse online auction via proprietary or third-party software on behalf of the Client to collect supplier pricing. Client is prohibited from copying, reverse engineering, disassembling, decompiling, or attempting to derive the source code of the Solution. No title to any intellectual property of Nania Energy Advisors or its affiliates shall pass to the Client. Neither party shall disclose any confidential information it receives from the other party, unless as required by applicable law.

_____ **Efficiency Projects and Upgrades-** Nania Energy Advisors will assist the Client in identifying and evaluating energy efficiency projects, including but not limited to: Lighting, HVAC, Distributive Energy, SMART Valve Water Devices, Sewer, Energy Management Control Systems, & Charging Stations for their facilities. Consultation on project funding options and vendor selection shall be provided to the Client.

_____ **Usage Optimization-** Nania Energy Advisors will actively help the Client find ways to reduce energy consumption through behavior modification and generate revenue for their organization through special programs including, but not limited to: Peak Load Contribution (PLC) Management, Demand Response, & Generator Permitting.

Evaluation Tools- Nania Energy Advisors will help the Client select the proper evaluation tools to measure the success of their energy program or efficiency project(s). Advanced methods or proprietary technology will be outlined in an Amendment and added to the Contract Schedule.



Additional Services- Nania Energy Advisors is committed to providing all necessary services and guidance to the Client regarding their energy and utility needs. Additional products and services may be consulted on and implemented during the term of this Agreement and will be outlined on the Contract Schedule.

Authorizations- Upon execution of this Agreement, and subject to any confidentiality obligations that the Client may have to third parties, the Client shall provide Nania Energy Advisors with all relevant authorizations and necessary information to provide the services outlined in this Agreement, including energy-related agreements (price schedules, extensions and amendments.) At no time is Nania Energy Advisors authorized to execute any binding agreements, exhibits, or transaction requests on the Client's behalf.

Term-The conditions of this Agreement are effective upon signature by the Client and will continue for a period of twelve (12) months. The Agreement shall renew annually thereafter. The conditions of this Agreement will continue through the end date of any contract referenced on the Contract Schedule. Either party can terminate this Agreement without cause upon ninety (90) days written notice after the initial term.

Compensation and Payment- Nania Energy Advisors will be entitled to compensation for any contract entered as a direct result of the services provided under this Agreement as outlined on the Contract Schedule. Nania Energy Advisors' fees for its services provided under this Agreement shall be paid by the energy supplier(s)/third party vendor(s) directly to Nania Energy Advisors on behalf of Client. In the instance that a supplier is unwilling or unable to provide compensation to Nania Energy Advisors, Client will not be responsible.

Miscellaneous Terms- Nania Energy Advisors is not a party to agreements between the Client and any suppliers, vendors, or utilities and makes no guarantee of specific results or dollar savings based on advice or guidance. Client understands and acknowledges that Nania Energy Advisors is not a generator, transmitter or distributor of energy and that Nania Energy Advisors expressly disclaims any warranty, express or implied, for the Solution or the energy supply obligations of a Supplier pursuant to an agreement entered by Client. Client shall indemnify and hold harmless Nania Energy Advisors from any third-party claims related to Client's use of the Solution.

Client River Forest Public Schools District 90

By: _____

Its: _____

Date: _____

Nania Energy Advisors

By: _____

Its: _____

Date: _____

Energy Advisor Contact Information:

Contact: Becky Thompson

Phone: (630) 225-4561

Fax: (630) 839-1563

Email: bthompson@naniaenergy.com



Nania Energy Advisors
Energy Services Agreement
Contract Schedule

This Contract Schedule is part of the “Agreement” entered into between River Forest Public Schools District 90 and Nania Energy Advisors on May 18, 2020. The energy procurement agreements listed below have been entered into by the “Client” and outlined Supplier(s)/Vendor(s) as a direct result of this Agreement with Nania Energy Advisors. The Contract Schedule will be updated as products/services are added. The terms of the Agreement with Nania Energy Advisors will extend out to longest service agreement term listed on the Contract Schedule.

Electricity

No.	Location	Supplier	Start Date	Product	Price	Term
1						
2						

Natural Gas

No.	Location	Supplier	Start Date	Product	Price	Term

Efficiency Projects and Upgrades

No.	Location	Supplier	Start Date	Product	Price	Term

Usage Optimization

No.	Location	Supplier	Start Date	Product	Price	Term

Additional Services

No.	Location	Supplier	Start Date	Product	Price	Term

WE BELIEVE IN MAKING ENERGY EASY TO MAKE YOU SUCCESSFUL.

4200 Cantera Drive, Suite 219, Warrenville, IL 60555 | naniaenergy.com



Date: _____

Client: _____

AUTHORIZATION FOR ENERGY PRICING/PROCUREMENT

“Client” hereby authorizes:

Initial

Nania Energy Advisors and any authorized supplier(s) to request and receive the “Client’s” most recent electricity and/or natural gas account data from the relevant Local Distribution Company (LDC) and to use this information to process credit and energy pricing for client. “Client” authorizes Nania Energy Advisors to sign relevant Letter of Authorization forms with suppliers and utility companies in order to obtain necessary historical usage data.

Initial

Nania Energy Advisors to act as “Client’s” exclusive authorized representative regarding the receipt and assembly of energy pricing offers through either traditional or auction RFP platforms. Requests from Nania Energy Advisors should be considered as if they are coming directly from the “Client.”

The above authorization is in place for one year following the date of signature. This authorization in no way authorizes Nania Energy Advisors to sign any other forms or contracts on our behalf.

The undersigned certifies that they are an authorized representative of the “Client” to act on any and all matters pertaining to energy procurement for the “Client,” including access to current energy supply agreements and invoices.

Signed: _____

Date: _____

Name: _____

Title: _____