

*InterOffice Memorandum*  
*June 8, 2018*

To: Michalyn Rains/Purchasing Agent

From: Dan James/Facilities Director

RE: Contract Renewal: Services, Qualified Scheduling Entity (QSE) to Participate in ERCOT, 2016-163

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Request approval to renew the Contract for Services, Qualified Scheduling Entity (QSE), 2016-163, with Enerwise Global Technologies, Inc. d/b/a CPower in accordance with Section 4.0 "Special Terms and Conditions", paragraph 4.2 "Term" contract performance period is hereby extended for an additional 12 month period as specified effective October 1, 2018 thru September 30, 2019 (Renewal 2 of 4).

If I can be of further assistance please do not hesitate to contact me at extension 5331.



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
www.collincountytx.gov

May 4, 2018

Enerwise Global Technologies, Inc. d/b/a CPower  
111 Market Place Suite 201  
Baltimore, MD 21202

**Re: Contract Name:** Services, Qualified Scheduling Entity (QSE) to Participate in ERCOT, 2016-163

**Contract Start Date:** September 27, 2016

**Agreement Renewal Period:** October 1, 2018 thru September 30, 2019, (2 of 4)

Dear Ms. O'Neil

The aforementioned contract between Collin County and your company will expire on September 30, 2018. The Collin County Purchasing Department is requesting that your company extend this contract for an additional 12 month period to include terms, conditions and pricing set forth in the original bid award.

If you are interested in extending the current contract, please complete the form below and return by May 24, 2018. If you desire to extend this contract, we will also need an updated insurance certificate.

Should you have any questions, please feel free to contact me at gosinaike@co.collin.tx.us

Sincerely,

Geri Osinaike  
Senior Buyer

Please check one:

Yes  I agree to extend the contract with Collin County at the prices established in the original solicitation.

No  I cannot extend the contract.

Signature:

Print Name & Title: Shelley Schopp, Senior V.P.

Date: 5/9/2018

If your address has changed from above please state new address below:

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_



# ENERWISE GLOBAL TECHNOLOGIES, INC. D/B/A CPOWER DEMAND RESPONSE MASTER SERVICE AGREEMENT

This Demand Response Master Service Agreement ("Agreement"), by and between **Collin County** ("Customer") and Enerwise Global Technologies, Inc. d/b/a CPower ("Provider"), collectively referred to as ("Parties"), is effective as of last signature date set forth below, for demand response services.

### Section 1 – General

Provider, as an authorized Curtailment Service Provider to various Regional Transmission Organizations (RTO) and Independent System Operators (ISO), with relationships with various regional utilities to provide demand response services is hereby designated to represent the Customer as its demand response services provider to register, represent and manage participation in demand response programs for the facilities listed on the accompanying Addenda for the term of this Agreement. Customer may include additional facilities under the terms of this Agreement at any time by executing an Addendum for those facilities. Terms used and not otherwise defined shall have the meaning given them in the respective RTO/ISO or utility's governing tariff, program rules, and/or covenants.

### Section 2 – Term & Termination

The term of this Agreement shall commence on the last signature date set forth below ("Effective Date") and continue in effect until terminated in accordance with Sections 2, 9 or 15 herein. Termination or expiration of any or all Addenda will not terminate this Agreement. The Provider may terminate the Agreement immediately upon Customer's Material Breach of any obligation of this Agreement ("Termination for Cause"). For purposes of this Agreement, "Material Breach" means, with respect to a given breach, that which a reasonable person in the position of the non-breaching party would wish to terminate this Agreement because of that breach. Provider will be entitled to collect or withhold from Customer any penalties assessed to it by any RTO/ISO or Utilities in the event of a Termination for Cause.

### Section 3 – Customer Payments

Payments from demand response programs result from Customer's active program participation as well as satisfactory compliance with all related program rules. Customer's payment schedule may vary per program structure. Provider shall pay Customer as defined in relevant Addenda of this Agreement. Provider shall not be responsible for any errors made by the applicable program administrator in calculating payments to be made under this Agreement. Customer acknowledges that all program, market rules, earnings and/or payment terms are subject to change in the event program rules, market rules and/or other applicable laws change. To the extent feasible, Provider will notify Customer within five (5) business days of any such changes.

### Section 4 – Allocations of Responsibility, Indemnification & Limitations of Liability

Customer shall provide a Letter of Authorization or appropriate RTO/ISO or utility approval form to their energy supplier and utility, as applicable, authorizing them to provide information required to register the Customer in the applicable programs and other relevant electric utility data to Provider (including billing and other relevant utility data).

Registration with Customer's RTO or ISO requires utility data and account numbers. Customer shall provide Provider with copies of utility bills as requested for registration. Customer will inform Provider in the event of any change in utility information within forty-five (45) days of the effective date of the change.

If distributed generation or back-up generator(s) are used for demand response program participation, it is the responsibility of the Customer to adhere to all local, state and federal requirements, environmental laws, regulations, use and zoning permits, operational specifications and maintenance requirements of their generator(s). Customer must provide information relating to their generator(s) outlined on the Generator Information form. Upon request, Customer must provide Provider with copies of all relevant permits or proof of compliance required to utilize a generator. Failure of Customer to provide copies of such permits may result in an adjustment to program registration, cancellation of program registration or termination for cause of the Agreement by Provider. Further, and notwithstanding anything in this agreement to the contrary, the Customer, to the extent allowed by law, will save and hold harmless Provider from any liabilities, claims, expenses, or damages based upon the ownership or use of its distributed generation or back-up generators to the extent allowed by law.

Customer will notify Provider as soon as possible in the event Customer becomes aware that it is, or will become, unable to provide its committed curtailment amount. Such notification will not excuse Customer's non-performance hereunder or relieve Customer from any liability hereunder for the enrolled period in which Customer fails to perform. Customer is responsible for any failure to provide the full curtailment amount, including without limitation any penalties and/or costs incurred to replace any shortfall in curtailment quantity. Provider retains the right to reduce offers submitted by Customer when deemed prudent for risk mitigation. Provider also has the right, but not the obligation, to satisfy any underperformance by Customer, Provider's decision to do so, however, shall not excuse Customer's non-performance hereunder or relieve Customer from any liability hereunder.

Contract ID: OPP - 0000016817

Account Representative: Adam Prescott

Printed: 09/12/2016 nonstd (kc)

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The parties hereto agree to indemnify each other to the extent allowed by law, from any and all third-party liabilities, claims, expenses, losses or damages, including legal fees, which may arise in connection with its performance of this Agreement to the extent caused by the negligent act or omission of the indemnifying party. Neither party shall be liable for any special, indirect or consequential damages arising in any manner from its performance under this Agreement. The total liability of either party hereunder for direct damages, other than with respect to the duty of a party to indemnify for third-party claims described above, will be limited to the contract price paid to Provider under this agreement, during the year in which any such damages are incurred.

#### **Section 5 – Modifications and Waiver**

This Agreement shall not be modified in any manner unless in writing and signed by both Parties. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in a non-electronic writing signed by an authorized representative of the waiving party.

#### **Section 6 – Confidentiality**

Subject to applicable law, including but not limited to the Texas Public Information Act, Chapter 552 of the Texas Government Code, Either Party may provide (the "Disclosing Party") Proprietary Information to the other (the "Recipient") in conducting program facilitation or management during the term of this Agreement. The Parties agree to treat such information as confidential and proprietary and to protect the disclosure of such Proprietary information to any third-party. The Recipient will use such care with Disclosing Party's Proprietary Information as it uses to protect its own confidential information, but in no case with less care than is commercially reasonable and within industry standards. Information and materials will be considered Proprietary Information regardless of the form or manner of disclosure or whether provided it is marked "CONFIDENTIAL" or with a similar designation. For clarification Provider Proprietary Information includes, but is not limited to, any reports generated any pricing information, and this Agreement. This Agreement imposes no obligation of confidentiality on Recipient with respect to information that: (a) was in the possession of Recipient before its receipt from the Disclosing Party, including as part of Recipient's own development process; (b) is or becomes available to the public through no fault of Recipient; or (c) is independently developed by such Recipient without reference to or use of a Disclosing Party's Confidential Information; (d) is received by Recipient in good faith from a third party having no duty of confidentiality to the Disclosing Party or (e) is disclosed pursuant to law, regulation or lawful order or process. Provider may access and use Customer data to provide services to Customer and Provider shall have no obligation of confidentiality as it relates to providing Proprietary Information to its Affiliates or providing information to a RTO, ISO or utility where such information is required for registration or facilitation of the program. Further, Customer agrees that Provider and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer building data and related data for any reason, as long as any external use of the data is reported on an anonymous basis that does not personally identify Customer or any individual.

#### **Section 7 – Notices**

All notices given under this Agreement must be in writing. Notices shall be deemed given as of the day received by the addressee party via messenger or courier delivery service or electronic mail and addressed as follows or to such other address as a party may give notice of:

**Name:** Enerwise Global Technologies, Inc. d/b/a CPower  
**ATTN:** ATTN: Legal Department  
**Address:** 111 Market Place, Suite 201  
**City, State, Zip:** Baltimore, Maryland 21202  
**Email:** Email: Legal@CPowerEnergyManagement.com

#### **Section 8 – Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision will be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it will be severed and the remainder of this Agreement will remain in full force and effect. Customer's participation in demand response programs is subject to successful program registration/nomination by Provider and acceptance by the applicable RTO/ISO or utility. Failure to complete a successful registration/nomination, regardless of reason, will disqualify customer from participating for that performance season but does not terminate this Agreement, or allow Customer to attempt to register through another Curtailment Service Provider for the duration of this Agreement.

#### **Section 9 – Enrollment**

Customer participation shall be in compliance with RTO/ISO or utility rules for the program(s). Provider has sole discretion to suspend Customer's participation or withdraw active registration/nomination if customer is not compliant with market rules in effect. Provider also reserves the right to cancel enrollment if Customer fails to reduce load or adds more load to the grid during Events. Provider shall make a reasonable effort to notify the Customer of any cancellations in writing. If enrollment is cancelled, the Customer will forfeit any unpaid amounts. Either Party shall be entitled to terminate this Agreement upon fifteen (15) days written notice if Customer or Provider's ability to fulfill its obligations under this Agreement is negatively impacted by a program rule, regulatory or legal change.

#### **Section 10 – Rights and Remedies Cumulative**

All rights and remedies under this Agreement are cumulative and not exclusive and any reference to, and/or the exercise of, a particular right or remedy will not exclude or constitute a waiver of any other right or remedy available under this Agreement, at law or in equity.  
Contract ID: OPP - 0000016817

Account Representative: Adam Prescott

Printed: 09/12/2016 nonstd (kc)

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**Section 11 – Assignment**

Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent of which consent shall not be unreasonably withheld. As a condition precedent to any Provider consent of assignment, the Customer must provide no less than thirty (30) day notification of the date of assignment and contact personnel of the assignee responsible for the program; additionally, the assignee must be qualified by Provider in its sole discretion for participation in the program. Any assignment or attempted assignment of this Agreement or any of the obligations or rights under this Agreement are null and void where this consent has not been expressly provided in writing. The foregoing notwithstanding, Provider may transfer and assign this Agreement with the Customer's consent to any person or entity that is an affiliate of Provider or that acquires substantially all of the stock or assets of Provider.

**Section 12 – Independent Contractors**

The parties are independent contractors and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties. Neither party has any authority to assume or create obligations or liability of any kind on behalf of the other.

**Section 13 – Governing Law; Venue; Attorneys' Fees**

This Agreement will be governed by the laws of the State of Texas, each party consents to exclusive jurisdiction and venue in Collin County Texas. Both parties waive all defenses of lack of personal jurisdiction and forum non-convenience with respect to such courts. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorney fees.

**Section 14 – Equipment; Metering**

Customer understands that interval meter data is a requirement in load curtailment programs. The interval meter data can be collected either from an electric utility interval meter or a shadow meter approved for use by the load curtailment program. If needed and upon agreement, Provider will work with the local utility to assist Customer with the installation of interval metering, including utility provided Demand or KYZ Pulse contacts to connect to Provider's Data Acquisition ("DA") solution. Customer is responsible for any costs and fees incurred from the utility or Provider. Any incurred costs and fees not directly invoiced to Customer, may be deducted from Customer's DR earnings. Installation of interval metering must be completed before Customer's acceptance into the program. Provider cannot be held responsible for, or assume the risk for, any problems attributable to the content, accuracy, completeness and consistency of all interval meter data, materials, and information supplied by Customer or its utility. In the event Customer does not have the necessary equipment and/or software installed to Provider's satisfaction, Customer shall commission the installation and testing of same. Any costs incurred for such installation shall be paid for in the manner agreed to by Customer and Provider under the terms of this Agreement or pursuant to a separate written agreement between Customer and Provider.

**Section 15 – Force Majeure**


A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event force majeure continues longer than one-hundred twenty (120) days, either party may terminate the Agreement.

**Section 16 – Entire Agreement**

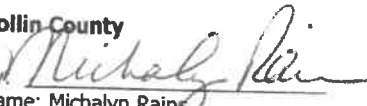
This Agreement and applicable Addenda, Amendments, Account Schedules, added hereto through mutual agreement constitute the entire agreement between the parties regarding the subject matter hereof in order of precedence the RFP 2016-163, addendum, this agreement, CPower proposal and Best and Final Offer and supersedes any and all prior and contemporaneous agreements or communications with respect to such subject matter.

The Parties hereby approve and accept these terms.

**CPOWER**

By:   
Name: **Shelley Schopp**  
Title: **SUP Customer Fulfillment**  
Date: **09/29/2016**  
Address: 111 Market Place, Suite 201  
Baltimore, MD 21202  
Phone: 800-300-1059  
Email: [ContractBooking@cpowerEnergyManagement.com](mailto:ContractBooking@cpowerEnergyManagement.com)

**Collin County**

By:   
Name: **Michalyn Rains**  
Title: **Purchasing Agent**  
Date: **9/23/16**  
Address: 2300 BLOOMDALE RD MCKINNEY, TX 750718517 USA  
Phone: 972-548-4165  
Email: [purchasing@co.collin.tx.us](mailto:purchasing@co.collin.tx.us)

Contract ID: OPP - 0000016817

Account Representative: Adam Prescott

Printed: 09/12/2016 nonstd (kc)

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## ERCOT ADDENDUM FOR EMERGENCY CAPACITY DEMAND RESPONSE

This ERCOT Addendum for the Emergency Response Service, Responsive Reserve Service and Commercial Load Management Standard Offer Programs ("Addendum") is effective as of the last signature date set forth below ("Effective Date") by and between Enerwise Global Technologies, Inc. d/b/a CPower ("CPower or Provider") and **Collin County** ("Customer").

This Addendum is attached hereto, and made a part hereof, the Demand Response Master Service Agreement (the "MSA Agreement") between Customer and Provider. This Addendum is issued pursuant to and is governed by, the terms and conditions of the MSA Agreement. All terms not otherwise defined herein shall have the meaning ascribed to them in the MSA Agreement.

### 1. Definitions.

The "**Program Administrator**" is the organizational body that is administering the program. The Electric Reliability Council of Texas (ERCOT) is the Program Administrator for both the Load Resources and Emergency Response Service programs. The respective utility is the Program Administrator for the Commercial Load Management Standard Offer Program.

The "**Capacity Payment**" is calculated as:

For ERS- each Customer account's "enrolled value", multiplied by the applicable market clearing price times the number of hours.

For SOP- each Customer account's average credited load reduction in response to events, which will not exceed the accounts' "enrolled value", multiplied by the applicable program rate.

For LR- each Customer account's average credited load reduction in response to events, which will not exceed the accounts "enrolled value", multiplied by the applicable day-ahead market clearing price times the number of hours.

The "**Energy Payment**" is calculated as each Customer account's actual metered exported energy, times the applicable market clearing price for each time period during which Customer has been dispatched for a test or event, or has self-dispatched.

The "**Offer Value**" for each account is the total megawatts ("MW") that Provider will submit for bids to Program Administrator.

The "**Curtailement Value**" is the actual curtailment value that Customer will be able to deliver during a test or event through load shedding or generator output (in the case of ERS Generators).

The "**Enrollment Value**" for each account is the total of megawatts ("MW") that the Program Administrator awards, which Customer's curtailment or generator output (in the case of ERS Generators) performance will be judged against during all tests and events.

"**Costs**" are items like, but not limited to, metering installation, equipment, controls, maintenance, replacement capacity, etc.

**2. Program.** Provider agrees to facilitate and manage the participation of the Customer's electric utility accounts in any or all of the following programs, as specified in the Account Confirmation Schedule ("Applicable Programs"), and

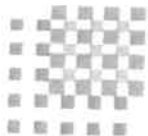
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Account Representative: Adam Prescott

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subject to Customer meeting all requirements of the Applicable Programs and fulfilling all obligations as set forth herein and under applicable law (as amended modified or supplemented from time to time, the "Program Rules"):

**Load Resources** – We agree to facilitate and manage your participation as a Load Resource in the Responsive Reserve Service ("RRS") market (the "LR Program") managed by the Electric Reliability Council of Texas, Inc. ("ERCOT") in accordance with the ERCOT Protocols and the substantive rules promulgated by the Public Utility Commission of Texas ("PUCT"), subject to you meeting all applicable Program requirements and fulfilling your obligations as set forth herein and in applicable law (as amended, modified or supplemented from time to time, the "Rules"). Relevant Rules for the Program are set forth in PUCT Substantive Rule 25.507, available at <http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/25.507/25.507.pdf>, and the ERCOT Nodal Protocols (Sections 2, 3, 4, 6 and 8), available at <http://www.ercot.com/mktrules/nprotocols/current>. We, acting as or through a Qualified Scheduling Entity ("QSE"), will facilitate your participation in the Program in accordance with the terms of this Agreement by offering your curtailable load into the ERCOT RRS market or by purchasing your Program Resources as identified in Schedule A attached hereto, subject to ERCOT's acceptance of such operating reserves in accordance with applicable law.

**Emergency Response Service** – We agree to facilitate and manage your participation in the Emergency Response Service with a 10-minute ramp period ("ERS10") or a 30-minute ramp period ("ERS30") program (the "ERS Program") managed by the Electric Reliability Council of Texas, Inc. ("ERCOT") in accordance with the ERCOT Protocols and the substantive rules promulgated by the Public Utility Commission of Texas ("PUCT"), subject to you meeting all applicable Program requirements and fulfilling your obligations as set forth herein and in applicable law (as amended, modified or supplemented from time to time, the "Rules"). Relevant Rules are set forth in, and you have reviewed and agree to comply with and be bound by, PUCT Substantive Rule 25.507, found at <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.507/25.507.pdf>; and the ERCOT Nodal Protocols (Sections 2, 3, 6, 8, 9, 16), found at <http://www.ercot.com/mktrules/nprotocols/current>. We, acting as or through a Qualified Scheduling Entity ("QSE"), will facilitate your participation in the Program in accordance with the terms of this Agreement by offering your Contract Capacity Nomination subject to ERCOT's acceptance of such Contract Capacity Nomination in accordance with applicable law.

**Commercial Load Management Standard Offer Program** – We agree to facilitate and manage your participation in the Commercial Load Management Standard Offer Programs ("SOP") program (the "SOP Program") managed by the Texas utilities American Electric Power, Oncor Electric, and Centerpoint ("Utilities") in accordance with the substantive rules promulgated by the Public Utility Commission of Texas ("PUCT"), subject to you meeting all applicable Program requirements and fulfilling your obligations as set forth herein and in applicable law (as amended, modified or supplemented from time to time, the "Rules"). Relevant Rules are set forth in, and you have reviewed and agree to comply with and be bound by, PUCT Substantive Rule 25.181, found at <https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.181/25.181.pdf>. We, acting as or through a Qualified Scheduling Entity ("QSE"), will facilitate your participation in the Program in accordance with the terms of this Agreement by offering your Curtailable Loads subject to the Utilities' acceptance of such Curtailable Loads in accordance with applicable law.

### 3. Administration.

- **Enrollment Notifications.** Prior to the start of the applicable "Program Period", as defined herein, Provider will use commercially reasonable efforts to email Customer a "Curtailment Value", defined below, notification that will include the Applicable Programs for Customer's electric utility accounts. This notice will also include the proposed committed "Offer Value", as defined herein, for each of Customer's utility accounts. Change requests

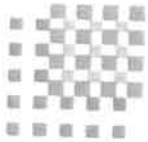
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to the Curtailment Value must be submitted via written request by Customer within 3 business days after receipt of the enrollment notification. Enrollment in the Programs is contingent upon a successful registration with Program Administrators for the applicable Program Period.

- **Dispatch Notification.** When events or tests are called, Provider will use commercially reasonable efforts to send Customer an email and contact Customer via phone notifying Customer of the event or test in accordance with Program notification requirements. Customer understands that events and tests are mandatory and Provider expects that upon receipt of such notification, Customer will curtail their committed Curtailment Value in accordance with the Program Rules. For participation for any program with a 10 minute response time, Provider will require automated load controls to be installed.
- **Usage Data Access.** Interval metering of Customer's electricity usage is a requirement for participation in the Programs. Customer is responsible for providing the data to Provider. The data can be collected either from an electric utility interval meter or a Program approved shadow meter. Failure to provide the data within the time frame requested by the Provider may cause a delay or non-payment.

If the required interval level data is not available in the manner required by the Program Rules, then Provider will install interval metering under a separate project authorization, at Customer's expense, and the cost of such metering and any related maintenance costs will be deducted from Customer's share of the payment hereunder prior to payment to Customer. Title to such metering equipment will pass to Customer upon installation, excluding any utility-owned equipment.

- **Contact List.** Customer must provide Provider with email and phone numbers to be used by Provider for notification purposes upon execution of its Agreement with Provider. It is Customer's responsibility to keep this information current (i.e. dispatch, notification, accounting, etc.). Customer shall immediately notify Provider of any change to such information.
- **Customer's Utility Accounts.** Within two (2) weeks of execution of this Addendum, Customer will provide Provider the account numbers and required data for the utility accounts to be enrolled in the Program. Provider will review the data and provide Customer with the Account Confirmation Schedule which will confirm the Customer's utility accounts that will be enrolled in the Program. Customer will have 3 business days after receipt of the Account Confirmation Schedule to review the document and to provide Provider with any modifications. Failure to provide this information within the Provider's timeframe may prevent Provider from enrolling Customer's utility accounts in the Program in the next available capability period.
- **Unforeseen Changes in available load.** As per the MSA Agreement, Customer will notify Provider as soon as possible at [customerservice@cpowercorp.com](mailto:customerservice@cpowercorp.com) in the event that Customer becomes aware that it is unable to provide its committed Curtailment Value.

**4. Term.** Customer commits to the Applicable Programs for the first enrolled Program Period ("Initial Term"), as identified in the Account Confirmation Schedule. Following the Initial Term, for each utility account listed in the Account Confirmation Schedule, the term will extend for a period of one (1) year with the option to extend for four one (1) year terms upon written notification by the Customer ninety (90) days prior to the next Program Period.

In the event this Addendum is terminated, pursuant to any conditions defined in the MSA Agreement, after your accounts have been enrolled for at least one month of a Performance Program, Customer will forfeit all Capacity Payments for that Season and be subject to any non-compliance charges.

**5. Payments.** For participating in the Program, Customer may receive from Provider both a "Capacity Payment" and an "Energy Payment", as defined herein. In addition to the payment terms set forth in the MSA Agreement, the following shall be applicable with respect to payments to Customer under this Addendum:

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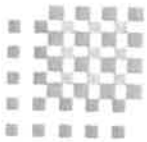
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# CPower

Provider will pay Customer 93.00% of the ERS Capacity Payment as adjusted for performance and availability calculations and Energy Payment as defined by the ERCOT protocols for participating in the ERS Program.

Provider will pay Customer 93.00% of the Capacity Payments received by Program Administrator for participating in the SOP Program.

Provider will pay Customer 93.00% of the LR Capacity Payment received by Program Administrator for participating in the LR Program. Customer is responsible for Any ERCOT settlement charges associated with the foregoing.

Payments will be made to Customer within sixty (60) days after Provider's receipt of payment from Program Administrator, except ERS Energy Payment will be paid with the Capacity Payment.

## CPower

## Collin County

By: *[Signature]*  
Name: *Shelby Schopp*  
Title: *SVP - Customer Fulfillment*  
Date: *09/23/2016*  
Address: 111 Market Place, Suite 201  
Baltimore, MD 21202  
Telephone: 1-800-300-1059  
Facsimile:  
Email Address: [ContractBooking@cpowercorp.com](mailto:ContractBooking@cpowercorp.com)

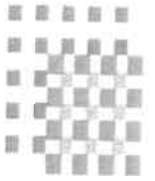
By: *[Signature]*  
Name: Michalyn Rains  
Title: Purchasing Agent  
Date: *9/23/16*  
Address: 2300 BLOOMDALE RD MCKINNEY, TX  
750718517 USA  
Telephone:  
Facsimile:  
Email Address:

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## CPower ACCOUNT CONFIRMATION SCHEDULE CUSTOMER: Collin County

UDC	UDC Account Number	Store # (If applicable)	Service Address	Start Date	End Date	Customer Share %	Program	Est Curtailment Value (kW)
ONCOR	10443720006896601	CENTRAL PLANT/MAIL	4300 Community Blvd Mckinney, TX 75071-2535	10/01/2016	09/30/2017	93.0	Emergency Response Service 10	1200.0

Notes:

1. Estimated Curtailment Value may be adjusted depending on operational capacity or market availability

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# 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:  
2018-350845

Date Filed:  
05/09/2018

Date Acknowledged:

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

Enerwise Global Technologies, Inc. d/b/a CPower  
Baltimore, MD United States

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

Collin County

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.

2016-163  
energy management services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Shelley Schopp and my date of birth is \_\_\_\_\_.

My address is 111 Market Place Suite 201, Baltimore, MD, 21202, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Baltimore County, State of MD, on the 9 day of May, 2018.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

## CHAPTER 2270 VERIFICATION

I, Shelley Schopp, the undersigned representative of  
(PRINT NAME)  
Enerwise Global Technologies, Inc. d/b/a CPower  
(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

5/9/2018  
DATE

 2018-05-09 09:40-04:00  
SVP Customer Fulfillment  
\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

Senior V.P.  
TITLE



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
www.collincountytx.gov

## CHAPTER 2252 CERTIFICATION

As a representative of the Purchasing Agent for Collin County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Enerwise Global Technologies, Inc. d/b/a CPower

COMPANY NAME

2016-163

SOLICITATION NUMBER

CERTIFICATION CHECK PERFORMED BY:

Geri Osinaike

PRINT NAME

*Geri Osinaike*

\_\_\_\_\_  
SIGNATURE

5/04/2018

DATE