

TIPS VENDOR AGREEMENT

Between Command Commissioning, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

170702 Indoor Air Quality Equipment and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly and proportionally lower the cost of any product purchased through TIPS following a reduction in the supplying manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the

inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

See next page

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170702	Department		Floor/Room
Title	Indoor Air Quality Equipment and Services	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	7/6/2017 08:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	8/25/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Command Commissioning, LLC
 Address 1616 Corporate Court
 Suite 120
 Irving, TX 75038
 Contact Ken Meline
 Department
 Building
 Floor/Room
 Telephone (214) 441-0782
 Fax (972) 929-4691
 Email KMeline@command-cx.com
 Submitted 8/16/2017 03:19:24 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kenneth D. Meline

Email kmeline@command-cx.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	N/A
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Command Commissioning is an independent commissioning company made up of highly experienced, professionals, PhD's, and technicians dedicated to sustainable building operations. Chosen most often by architects, owners, and developers, Command Commissioning guarantees advanced innovation and improved efficiencies to each client it serves. Simply put, we ensure what owners and managers want for their properties—creativity, energy efficiency and absolute assurance of performance on each and every project. We believe in utilizing the Technical Commissioning approach on projects to ensure building designs, installations, and efficiencies.
6	Primary Contact Name	Primary Contact Name	Ken Meline
7	Primary Contact Title	Primary Contact Title	President/Principal
8	Primary Contact Email	Primary Contact Email	kmeline@command-cx.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9728272657
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9729294691
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8176880733
12	Secondary Contact Name	Secondary Contact Name	Julian Rachman

13	Secondary Contact Title	Secondary Contact Title	Principal
14	Secondary Contact Email	Secondary Contact Email	jrachman@command-cx.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9728272605
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9729294691
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2147071179
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jim Anderson
19	Admin Fee Contact Email	Admin Fee Contact Email	janderson@command-cx.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9728272600
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Jim Anderson
22	Purchase Order Contact Email	Purchase Order Contact Email	janderson@command-cx.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9728272600
24	Company Website	Company Website (Format - www.company.com)	www.command-cx.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	05-0537644
26	Primary Address	Primary Address	1616 Corporate Court Suite 120
27	Primary Address City	Primary Address City	Irving
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75038
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Indoor Air Quality Improvement, Commissioning, LEED® Commissioning, New Building Commissioning, Retro Commissioning, Re-Commissioning, Ongoing Commissioning, Continuous Commissioning®, Infrared Thermography Scanning, Energy Modeling, Life Cycle Cost Analysis, Test & Balance Verification HVAC Troubleshooting, Electrical Systems Troubleshooting, Peer Review, Root Cause Analysis, Energy Optimization, Facility Optimization, Energy Reduction, MEP Optimization, Arc Flash, Lighting, Renewable Energy, Life Safety, Medical Gas, CCTV, Nurse Call, SCADA, Security, Emergency Power, Uninterruptible Power Systems

31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Irving
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: 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 or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an 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."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	N/A
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)

40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	6%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
44	Start Time	Average start time after receipt of customer order is ____ working days?	10
45	Years Experience	Company years experience in this category?	15
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No

49 NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:	(No Response Required)
	<p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	
50 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	<p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>Do you have any conflicts under this statutory requirement?</p>	No
51 Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	No
52 Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
53 Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	N/A
54 Antitrust Certification Statements (Tex. Government Code § 2155.005)	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</p> <p>(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</p>	(No Response Required)

Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

56 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

58 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

59 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

60 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

61	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

64 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67 Remedies Explanation of No Answer		
68 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- 70 Alternative Dispute Resolution Yes, I Agree
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms?
- 71 Alternative Dispute Resolution Explanation of No Answer
- 72 Infringement(s) Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Do you agree to these terms?
- 73 Infringement(s) Explanation of No Answer
- 74 Acts or Omissions Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?
- 75 Acts or Omissions Explanation of No Answer
- 76 Contract Governance Yes
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

77 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- | | | | |
|----|--|---|-----|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> | |
| 82 | Agreement Deviation/Compliance | Does the vendor agree with the language in the Vendor Agreement? | Yes |
| 83 | Agreement Exceptions/Deviations Explanation | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> | |

Line Items

Response Total: \$0.00

RFP 170702 Indoor Air Quality Equipment and Services

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Command Commissioning, LLC

1616 Corporate Ct. Ste. 120 Irving, Texas 75038

Name/Address of Organization

Ken Meline, PE/President, Principal

Name/Title of Submitting Official


Signature

8/16/17


Date

RFP 170702 Indoor Air Quality Equipment and Services

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known?</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name / Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply)</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: Command Commissioning, LLC does not conduct Lobbying Activities</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: Ken Meline, PE</p> <p>Title: President/Principal</p> <p>Telephone No: 972.827.2657 Date: 8/16/17</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

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 an 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.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

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

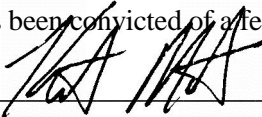
Official: Ken Meline, PE, CxA, CEM, LEED AP
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

OR

C. 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): _____

You may attach another sheet

Signature of Authorized Company Official: _____

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Command Commissioning, LLC

Print name of authorized representative Ken Meline, PE, CxA, CEM, LEED AP

Signature of authorized representative  _____

Date 8/16/17

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

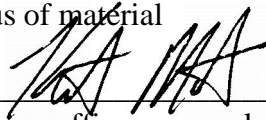
ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL
RFP 170702 Indoor Air Quality Equipment and Services

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Command Commissioning, LLC

Name of company expressly waiving confidential status of material

Ken Meline, PE, President/Principal



Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

1616 Corporate Ct. Suite 120 Irving TX 75038 214.441.0782

Address City State ZIP Phone

RFP 170702 Indoor Air Quality Equipment and Services



Annual Membership Certificate

Awarded to

Command Commissioning, LLC

as a member in good standing of the AABC Commissioning Group for the year

2017

This company has met all requirements for membership and is entitled to all rights and privileges thereof. This certificate is renewable on an annual basis and expires December 31, 2017.

A handwritten signature in blue ink, appearing to read 'Steven Ross'.

Steven "Rusty" Ross, P.E., CxA, EMP, *President*

A handwritten signature in blue ink, appearing to read 'Ray Bert'.

Ray Bert, *Executive Director*



CERTIFICATE OF MEMBERSHIP

This certificate confers

Full Member, Provider Firm

To

Command Commissioning



In the Building Commissioning Association, and attests the Member's commitment to the Essential Attributes of Commissioning and the Peer Review process as set forth by the Association.

Join Date: 2/10/2004

Member Number: 505

A handwritten signature in black ink, appearing to read 'Michael I. Weiss'.

Michael Weiss, President

A handwritten signature in black ink, appearing to read 'Eric Featherstone'.

Eric Featherstone, Executive Director



Command Commissioning LLC



SHELL WOODCREEK CAMPUS

A Word From Our Founders

Our Principals established the firm in 2002 with the vision of connecting the missing links between contractor start-up and owner acceptance. A decade and a half later the vision remains the same. We continue to provide specialized services that offer our clients energy efficient buildings and encourage eco-friendly practices.

Our global climate is ever changing, and it is becoming increasingly important to maintain a commitment to sustainability. We conduct our operations with the highest sustainability goals in mind. Command Commissioning's goal is to blend into the project framework while increasing quality and maintaining budget and construction goals. The commissioning process helps the design and construction team exceed the project's original goals by clearly defining the standards for acceptance at the project's outset and ensuring they are met through owner acceptance and beyond.

All members of our team maintain a professional respect for the capabilities and expertise of the members of the design and construction team. Each of our staff has experience in building operations from those very perspectives. We are skilled in the specifics of efficient building operation and design. Our team routinely works through complex systems to achieve the clients' goals in efficiency, reliability, comfort and budget. We are known as visionaries in the field, and we seek to provide our expertise in all facets of building projects.

As an integral, yet independent part of the project process and with a clear understanding of the owner's goals and guidelines, Command Commissioning, will focus on the optimization and quality of the product. This allows the design and construction teams to be better able to concentrate on the project demands. We love what we do and delivering a product that reflects that is always a top consideration.

With Gratitude,

Ken Meline, PE, CEM, LEED AP, CxA
Principal, Co-Founder

Julian Rachman, PE, LEED AP
Principal, Co-Founder



INTELLICENTER, DALLAS, TX



AT&T WORLD HEADQUARTERS



UNITED STATES CITIZENSHIP & IMMIGRATION SERVICES



CHEVRON HEADQUARTERS, HOUSTON, TX

Firm Profile

Purpose

Command Commissioning believes in enhancing efficiency, improving functionality, minimizing environmental impact and improving the sustainability of buildings.

Our Approach

Command Commissioning strives to blend into the project framework while also increasing quality, maintaining budget and construction goals on every project. Our mission is always to help the team exceed the project's original goals by clearly defining the standards for acceptance at the project's outset while bearing in mind budget and schedule.

What We Provide

Command Commissioning begins projects by identifying and validating the Owner's intent. Upon establishing intent, we verify that the design team's product meets the requirements of the owner, evaluate the commissionability of the contract documents, and assure quality control to promote a successful project outcome. We understand that there are several ways to provide a design solution and also recognize that there are underlying reasons for design decisions that may not necessarily be apparent on the surface. The Command Commissioning team views its role as the promotion of an environment where experience and expertise on each project is expanded significantly through peer review and professional interaction among the design and construction team, the owner's staff, and the commissioning team. We provide commissioning services including:

- New Construction Commissioning
- Ongoing Commissioning
- Retro-Commissioning
- Re-Commissioning
- Continuous Commissioning®

Accreditations

Commissioning as a service is a rapidly improving process. We are committed to staying on the cutting edge of commissioning processes. To support this effort, we maintain these accreditations; LEED® Accredited Professionals, Certified Energy Managers, Certified Commercial Energy Inspector, Certified Commissioning Authority, and Licensee of Texas A&M's Energy Systems Laboratory's Continuous Commissioning Process®.

Furthermore, we are familiar faces within these professional organizations:



2002

Year Founded

800+

Jobs Completed

2

Principals

70

Year's Collective Principal Experience

2

Offices: Dallas, Houston

1 of 5

Licensees of Texas A&M ESL's
Continuous Commissioning Process®

Sustainable Leadership

Command Commissioning recognizes that we are all responsible for the stewardship of our natural resources and can participate by ensuring buildings operate as efficiently as possible through the commissioning effort. We strive to develop solutions that improve the facility's environment while remaining conscious of the impact energy use has on our planet. We rely on the knowledge of our team member's experience and reinforce external partnerships to do so. Furthermore, Command Commissioning maintains this effort through relationships with the US Green Building Council and The Energy Systems Laboratory at Texas A&M.

Leadership

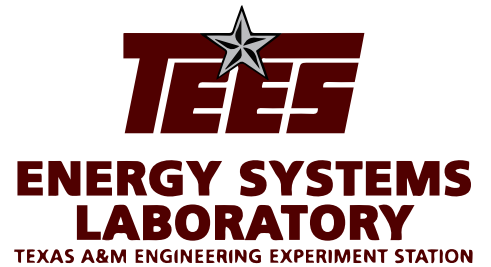
Our team members have taken part in many LEED® certified projects. Command Commissioning has been at the forefront of improving building efficiencies through effective commissioning. An approach centered on sustainability is as important to us as it is to our client's.

Reducing operational costs through energy optimization and improving the quality of the work environment are drivers of building commissioning. Our leaders make it their business to keep Command Commissioning's staff educated and trained on practices to achieve these goals. Utilizing both LEED® Practices and the Continuous Commissioning® Process are ways we accomplish this.

Experience

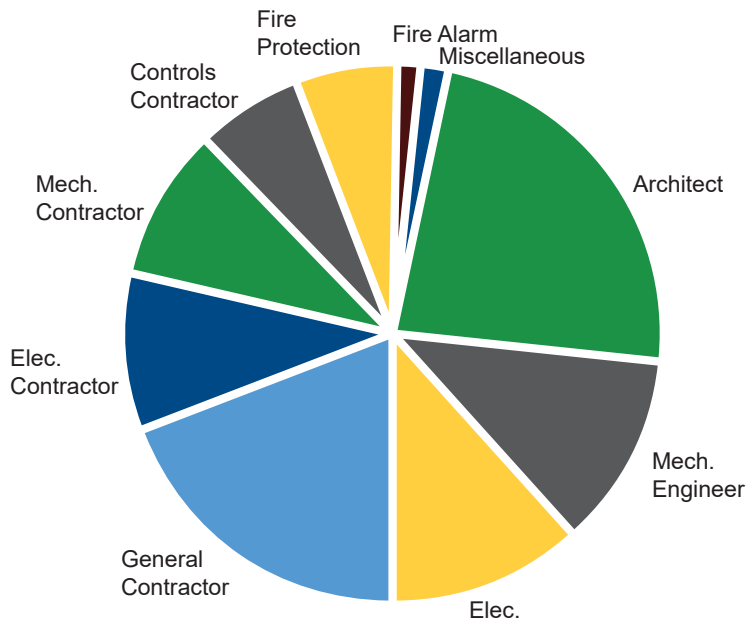
Since our inception, LEED® project's have been a major part of our services and a focus of our business.

As much as 70% of the lifetime cost of a facility are post-construction. Energy use and general upkeep are as expensive as they are serious. Our partnership with Texas A&M's Energy Systems Laboratory as a licensee allows us to use the patented Continuous Commissioning® Process. To date, the Energy Systems Laboratory has only authorized five firms to utilize their proven tools and processes to optimize energy use. The method combines traditional commissioning with an engineer's approach to whole building and system level performance. By leveraging its ability to monitor performance, Continuous Commissioning® optimizes energy use and is the standard of energy cost savings methods.

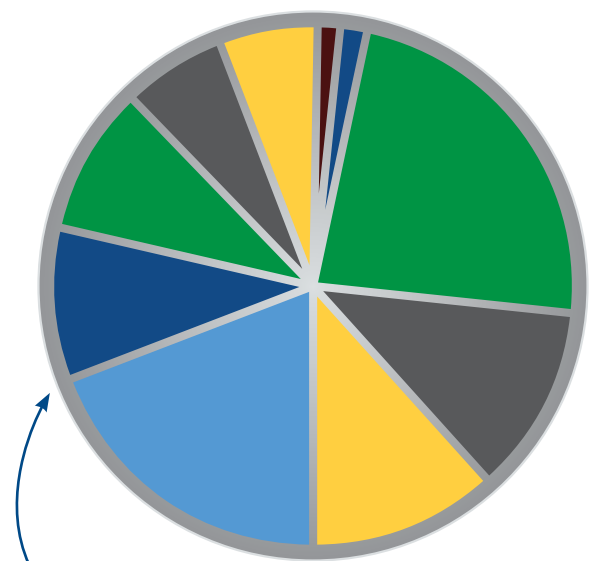


Our Role

All projects are a team effort. We assist our clients with coordinating different disciplines, methods, and sequence of operation. While working together is essential to the completion of a project, gaps in disciplines can and do exist. Command Commissioning fills the gaps between these disciplines. We believe commissioning unites each essential member of the team and creates a complete, functional facility.



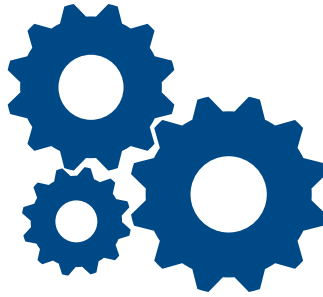
Each member of the team has a different role in each phase of a building's life. Commissioning is an essential part of each stage of the process from beginning to end. We believe the best commissioning process is one that starts at the inception and continues through operation. Our goal is to blend into the project framework and provide benefits to cost and performance.



Command Commissioning fills the gap in disciplines that exists in any construction project.

Our Expertise

Our team of experts have worked on all different types of projects all over the world. We offer a wide range of ability in the type of services, systems and facilities we have the expertise to handle.



Services

- LEED® Commissioning
- New Building Cx
- Retro Commissioning
- Re-Commissioning
- Ongoing Cx
- Continuous Commissioning®
- Infrared Thermography Scanning
- Energy Modeling
- Life Cycle Cost Analysis
- Test & Balance Verification
- HVAC Troubleshooting
- Electrical Systems Troubleshooting
- Peer Review
- Root Cause Analysis
- Energy Optimization

Systems

- Mechanical
- Electrical
- Plumbing
- Lighting
- Renewable Energy
- Life Safety
- Medical Gas
- CCTV
- Nurse Call
- SCADA
- Security
- Emergency Power
- Uninterruptible Power Systems

Facilities

- Aviation
- Broadcast
- Commercial
- Data Center
- Laboratory
- Healthcare
- Higher Education
- Hospitality
- Retail
- Residential
- Sports & Entertainment

Worldwide Experience

Command Commissioning has worked with over 300 clients from industry leading communications companies, to top-notch healthcare companies, to prominent state universities, to the federal government. Our clients are remarkably diverse. We have completed projects in 30 states and 6 countries. The knowledge base we have established and the data we have accumulated is unrivaled in the commissioning industry. Our team's hands-on approach and expertise is available to assist our clients in making the best informed decisions to aid in minimizing lifetime costs of their building.

300+

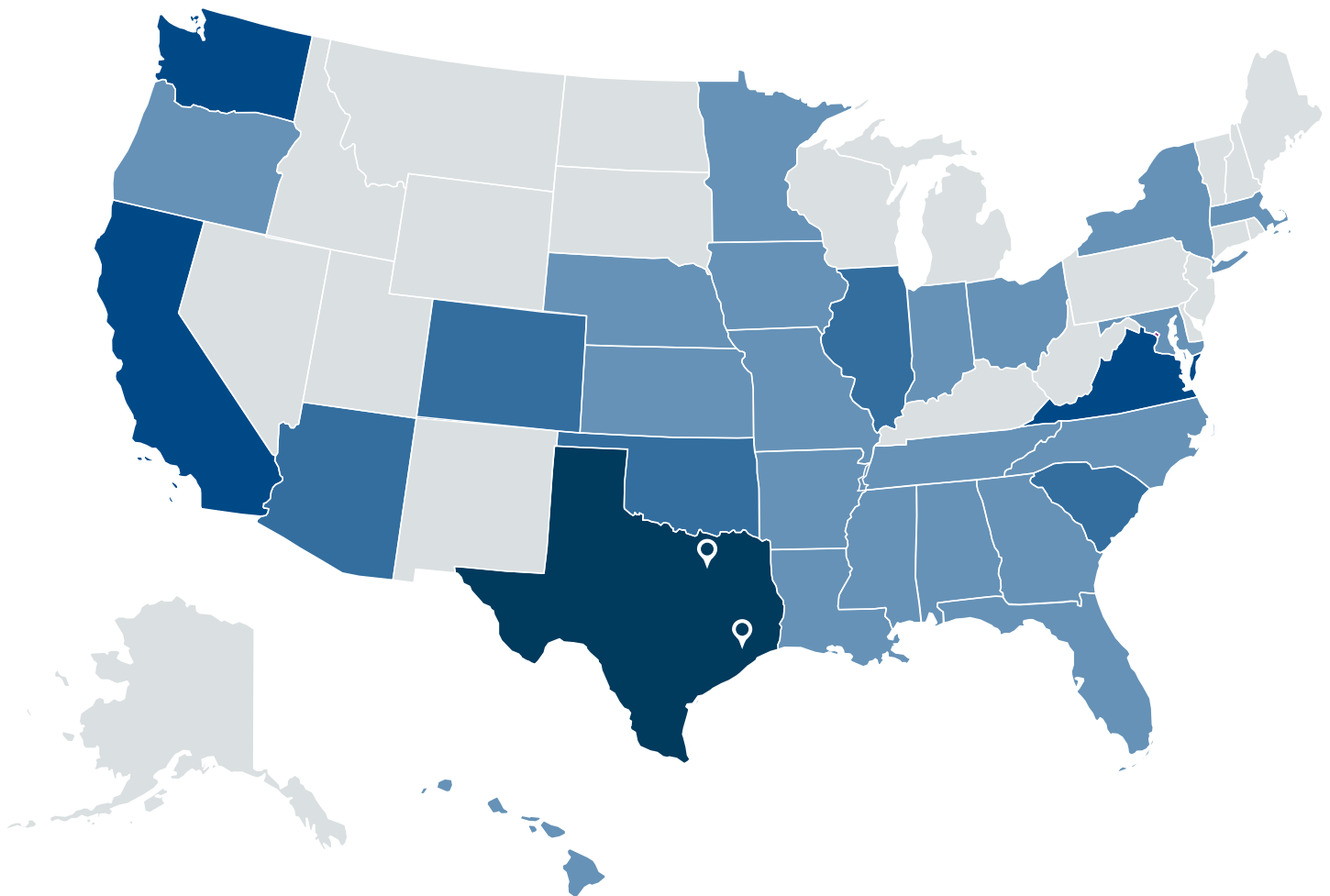
Clients

30

States

6

Countries



Selected Clients

300+ Active Clients

AAFES	Harrah's
ADNOC	Hines
AT&T	HKS
Bank of America	HOK
Beck Group	Honda
Caris Dx	Horry County South Carolina
CBRE	Intuit
Chase	Koll Development Company
Chevron	Lincoln Property Company
CitiGroup	Manhattan
City of Austin	Memorial Hermann
City of Dallas	Nissan
City of Plano	Parsons Brinckerhoff
Crescent Real Estate	Pepco
DFW Airport	Phillips 66
Digital Realty Trust	Rent-A-Center
Earthlink	Rackspace
EDS	Texas A&M University
Fidelity	Tarleton State University
Gensler	The Children's Hospital
Good, Fulton & Farrell	Texas Instruments
Granite	Trammel Crow
Hall Financial Group	Xerox

Our Leadership Team



Ken Meline, PE, CxA, LEED AP

Ken is one of the founding principals of Command Commissioning. Ken serves as principal in charge of mechanical system commissioning for Mission Critical facilities and Continuous Commissioning® at Command Commissioning.

He is responsible for peer design reviews. He also oversees commissioning at the functional and integrated systems level of sophisticated HVAC systems for mission critical facilities. Also included in his responsibilities are the quality control procedures for drawings and specifications.

Ken earned a Bachelor of Science in Mechanical Engineering from Texas A&M University. He is a Registered Professional Engineer in seven states.

Ken's experience includes over 30 years of design and commissioning of complex and highly reliable HVAC systems mission critical facilities.

Prior to founding Command Commissioning, Ken established DFW Consulting Group, Inc. in 1989. Earlier on, he was a Project Manager for Steve Dunn & Partners, Inc. While there; he was responsible for mechanical design, project coordination and contract administration for data centers, healthcare facilities, and large commercial high-rise structures.

Julian Rachman, PE, LEED AP

Julian is one of the founding principals of Command Commissioning and serves as principal in charge of electrical systems commissioning.

He is responsible for electrical peer design reviews. Also, he directs commissioning both at the component and integrated systems level of complex electrical systems for mission critical facilities.

Julian earned a Bachelor of Science in Electrical Engineering (Honors) from the University of Witwatersrand in Johannesburg, South Africa. He is a Registered Professional Engineer in thirteen states. He also holds and maintains a National Registration with the National Council of Examiners for Engineers and Surveyors, (NCEES) and is a LEED Professional (LEED-AP).

Julian's experience includes over 40 years of design, troubleshooting, and commissioning of complicated electrical power and generator control systems. His considerable experience includes the design and commissioning of uninterruptible power and isolated grounding systems for broadcast and data center facilities.

Relevant Experience

Dallas Theological Seminary

Dallas, TX | 15,000 SQFT

The Dallas Theological Seminary was a remodel and expansion of the Stearns and Davidson Hall buildings (approximately 15,000 SQFT). The campus is located in east Dallas just south of Ross Avenue. Command Commissioning was contracted to perform the fundamental and enhanced requirements for LEED® Certification as well as assisting the owner develop their owner's project requirements document. The project is currently being submitted to LEED® for certification.



Tarleton State Nurse Building

Stephenville, TX | 55,000 SQFT

The new 55,000 SQFT, three-story facility was built for the nurse school at Tarleton State and includes faculty office space, conference rooms, three (3) lecture halls, classrooms, computer labs, family assessment areas, and nursing skill assessment laboratories. Command Commissioning was part of the team to ensure the HVAC and Building Automation Systems functioned as intended. This included air handlers and terminal units as well as electrical systems testing and commissioning. We provided the design phase review of project documents, submittal reviews, construction observation, pre-functional equipment checks, functional performance testing, searchable O&M manuals, and an end of warranty review.



Texas A&M Vet-Lab Expansion

College Station, TX | SQFT

The commissioning process focused on the design, installation, and operation of the mechanical systems in support of the new laboratory. We developed a commissioning plan that included but was not limited to: an overview of the commissioning process, pre-functional and functional checklists, and performance of monthly site visits. Upon completion of the pre-functional checklists we performed random spot checks to ensure that systems were ready for functional commissioning. Functional testing was then performed to verify the systems were installed and functioned as designed. Systems commissioned include: fume hood exhaust systems, VAV AHU's, energy recovery, bio-safety level 2 exhaust system, emergency generator transfer switch, fuel, fire alarm, building automation and remote metering.



Northwest ISD—Schluter Elementary

Haslet, TX | 110,000 SQFT

Schluter Elementary School in Haslet, Texas recently underwent renovations and expansion which Command Commissioning provided technical commissioning services for. CCLLC was responsible for 100% functional testing of the HVAC system components. This effort ensured all HVAC equipment was properly installed and running as designed. As a result of the commissioning effort, indoor air quality and occupant comfort are more easily achievable.



Northwest ISD—Elementary #18

Fort Worth, TX | 103,000 SQFT

Peterson Elementary School in Fort Worth, Texas recently underwent renovations and expansion which Command Commissioning provided technical commissioning services for. CCLLC was responsible for 100% functional testing of the HVAC system components. This effort ensured all HVAC equipment was properly installed and running as designed. As a result of the commissioning effort, indoor air quality and occupant comfort are more easily achievable.



Texas A&M Central Campus Founders Hall

Killeen, TX | 103,000 SQFT

As the first building on the Central Texas campus, Founders Hall includes all of the components necessary to support an independent institution. The 4 story, 103,000 SQFT facility includes: classrooms both large and small as well as office space for the faculty, academic departments and administration, student and enrollment services, food service, bookstore and facility support.

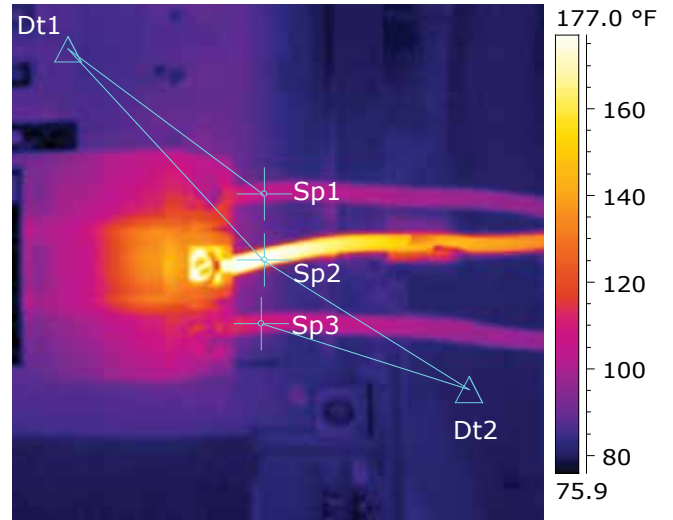
The system's commissioned by the Command Commissioning team include but were not limited to: an air-cooled chiller with two variable volume chilled water pumps, 4 chilled water variable volume AHU's, 2 heating water boilers with two hot water pumps, a central building automation system, one life safety diesel-driven generator and a fire detection system.



Defense Health Agency - US Navy; Facility Condition Assessments

Government/Military | 29 Palms, Camp Pendleton, China Lake & Quantico

Our firm provided services to the Defense Health Agency on various US Naval Bases in the United States. The purpose of the project was to provide Medical Facility Condition Assessments including thermography for roofs and building envelopes, infrared for electrical panels, inspection for internal piping distribution systems and vibration analysis. We performed these services for four bases including, 29 Palms, Camp Pendleton, China Lake, and Quantico.



Pensacola Naval Air Station

Government/Military | Pensacola, FL - 29 Buildings
CCLLC provided the Naval Air Station in Pensacola Florida CC® services for 29 buildings.

Our firm performed on-site surveys of the facilities and provided a commissioning issues log, retrofit opportunity list, identified CC® measures, provided facility evaluations and control optimization, before entering the ongoing monitoring phase.



Department of Homeland Security - Citizenship & Immigration Services

Government | Irving, TX

CCLLC provided LEED commissioning services for the new two-story, 56,000 SQFT office building for the Department of Homeland Security - Citizenship and Immigration Services department. The project achieved LEED Certified Gold.



Ft. Gordon Shopping Center

Government/Military & Retail | Ft. Gordon, GA

The Ft. Gordon shopping center project included the remodel of 91,000 SQFT and 83,000 SQFT addition. The facility includes retail sales, administrative, food service, mall, commodities, MPA, MCSS, and pharmacy space. The building is designed and was commissioned to receive LEED Silver Certification.



Great Lakes Naval Station Energy Audits

Government/Military | Great Lakes, IL

The Great Lakes Naval Station project included an energy evaluation and analysis of 53 buildings across the base. The Energy Savings Performance Contract is held by Pepco Energy Services who in turn hired CCLLC to perform facility evaluations to determine potential energy savings measures and retrofits for the 53 buildings.

The facilities include office space, gymnasiums, retail shops, training centers, auto shops, and other multi-use facilities.



TrueWorth Homeless Resource Center

Healthcare | Ft. Worth, TX

TrueWorth Homeless Resource Center and Clinic opened its doors in December of 2016. TrueWorth serves individuals and families in Fort Worth who find themselves homeless. They offer day shelter, supportive services and resources, and access to partner agencies. TrueWorth and the new facility are funded by the Fort Worth Foundation, whose mission is to support local organizations working to feed the hungry and improve the lives of homeless individuals and families in the area.

Command Commissioning provided commissioning services for the Mechanical, Electrical, and Plumbing systems of the building.



Horry County

Continuous Commissioning®

Government | South Carolina

Project Description

Command Commissioning provided Continuous Commissioning® services at seventeen Horry County buildings totaling approximately 630,000 SQFT to improve occupant comfort, resolve existing operating issues, and optimize HVAC system efficiency. The CC® process was divided into three phases: Assessment, Implementation, and Ongoing Monitoring. During the Assessment phase, the utility bills, local weather data, installed equipment, construction documents, and design sequences of operation were reviewed to identify energy savings opportunities. The energy cost savings were estimated for each building along with supporting calculations and submitted to the client in an Assessment Report.

During the Implementation phase, comfort baselines were recorded, an initial checkout of all key devices and sensors was completed, and the as programmed sequences of operation were reviewed. This evaluation was followed by reporting the commissioning issues to the team for resolution and submitting programming recommendations for approval and implementation.

During the Ongoing Monitoring phase, trends were reviewed to recommend setpoint adjustments and ensure optimum building performance was maintained. Quarterly site visits were scheduled to provide training and conduct follow-up investigations.

The Implementation and Ongoing Monitoring phases were completed over a 24 month period. Fifteen CC® measures were considered a total of (227) times, and a total of (211) were implemented.

Total SQFT
1,620,000

Total kWh Reduction
3,600,000

Average Monthly Savings
27%

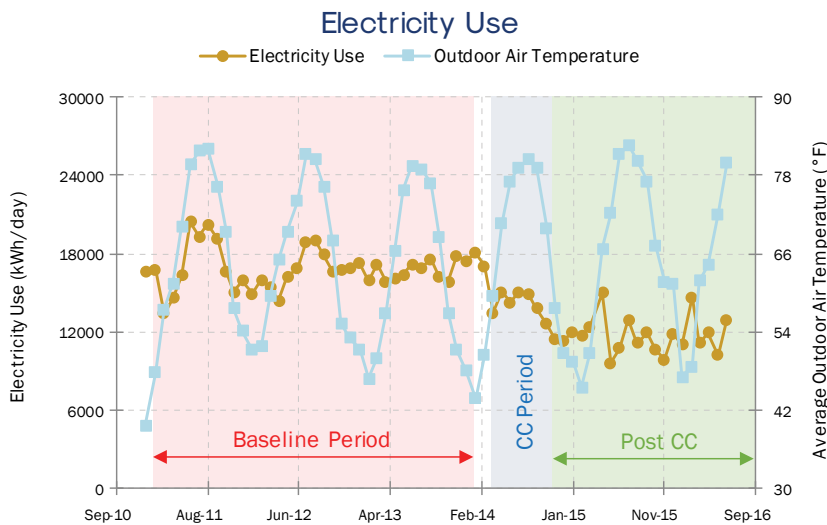
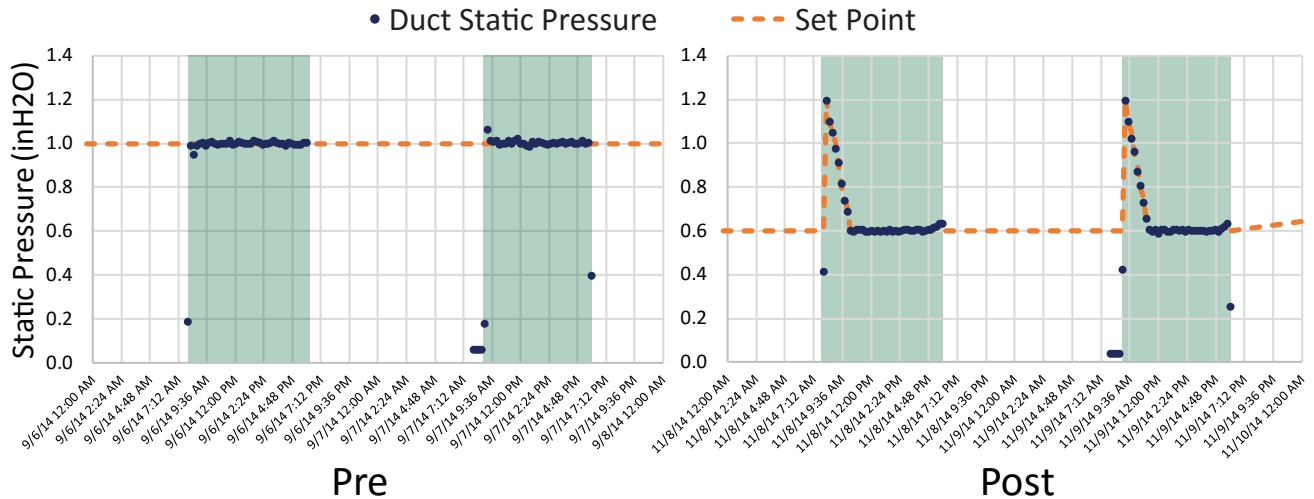
Annual Savings
\$125,000

Year Anticipated Payback
<2.8

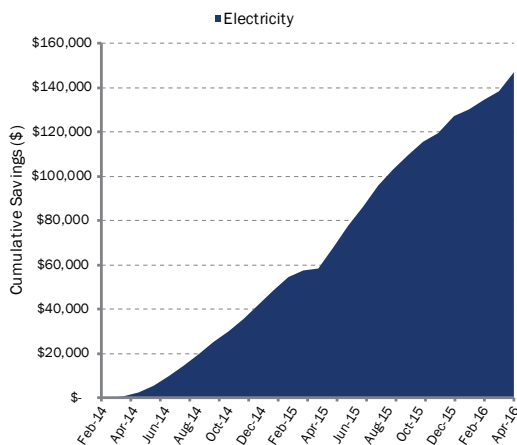


Trend Evaluation

A Trend Plan was developed by Command Commissioning and implemented with the support of the controls contractor to collect system data at regular intervals from all primary equipment and representative zone equipment for CC[®] measure development, implementation, tuning, and verification as well as fault detection and diagnostics. This example illustrates the impact of programming changes that reset the duct static pressure setpoint based on load to reduce air handler supply fan motor energy usage.



Cumulative Savings: \$146,915



Implementation Results

The combined estimated annual utility savings were \$125,000 yielding a payback of under three years. Site-specific post construction savings analysis was conducted on a case-by-case basis. These figures illustrate the transformation of energy usage through the CC[®] process, and the cumulative electricity unit cost reduction for a site containing two buildings totaling approximately 280,000 SQFT of municipal space served by a district chilled water plant.

These savings are considered conservative since the site is also charged for demand. The plant was excluded from the project thus CC[®] measures were constrained to the buildings. Optimization efforts focused on scheduling, air handlers, and terminal units. Additional savings were anticipated had the chiller plant been included.

City of Dallas

Continuous Commissioning®

Government | Dallas, Texas

Project Description

Command Commissioning teamed with the Energy Systems Laboratory at Texas A&M University to provide Continuous Commissioning® services at sixteen City of Dallas buildings totaling approximately 2 Mil. SQFT.

The buildings notably included City Hall, Dallas Museum of Art, and Central Library. Command Commissioning performed a detailed investigation of each building to determine potential energy and cost savings opportunities.

One of the largest and most complex buildings included as part of the project was City Hall. During the assessment phase, several operational issues were discovered that resulted in operators continually responding to comfort complaints. The building mechanical system is configured with several subsystems that were not functioning efficiently as a whole. The key efforts in the implementation phase were oriented around utilizing the existing equipment and control systems to provide the occupants with increased comfort in every season and to modify the control sequences to increase the total system efficiency. Additionally, the commissioning issues observed during the assessment phase were tracked until resolution of the issues was confirmed.

The CC® measures implemented at City Hall included optimizing equipment schedules, AHU supply air temperature and flow, zone reheat strategies, chiller staging, chilled water supply temperature and flow, and condenser water temperature.

Annual kWh Savings
6,000,000+

Total kWh Reduction
3,500,000 (City Hall)

Average Monthly Savings
9% (City Hall)

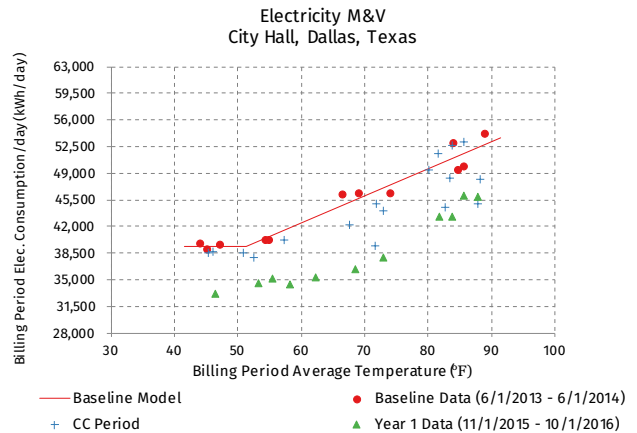
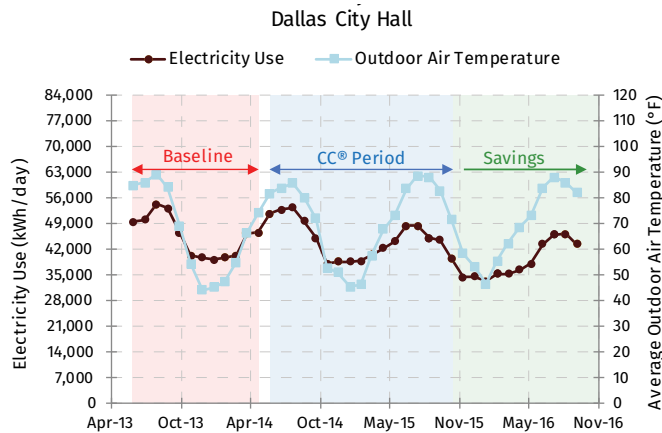
Annual Savings
\$575,000

Year Anticipated Payback
<3.75



Implementation Results

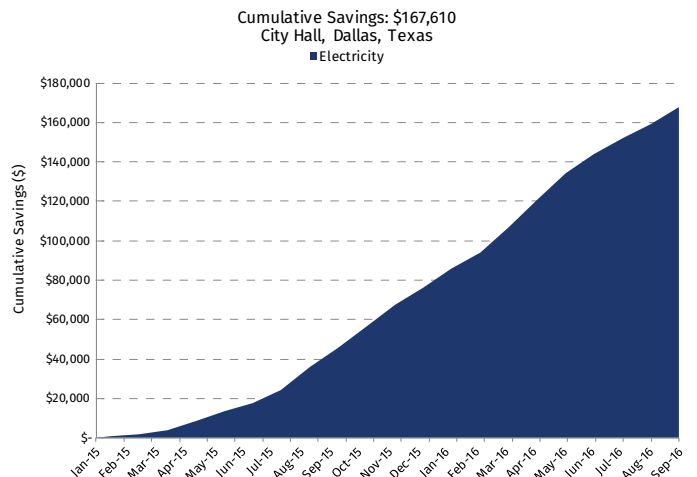
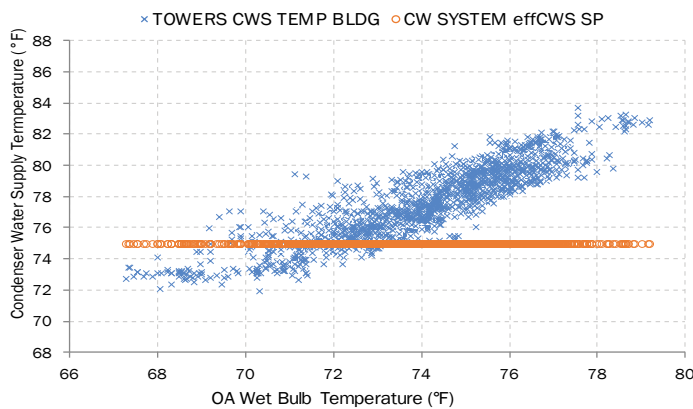
The whole building energy savings were calculated using a measurement and verification analysis conducted by the Energy Systems Laboratory. The baseline, implementation and post implementation phases of the project were tracked and compared to calculate the savings of all implemented measures for each building. Implementation of the CC[®] Process at City Hall resulted in \$167,610 of accumulated savings from June 2014 to August 2016.



Monthly Monitoring

Monthly reports were issued during the Ongoing Monitoring phase of the project. The focus of these reports was on the performance of each CC[®] measure. Each quarter these observations were documented along with recommended actions to further investigate or resolve deviations from the intended performance.

After implementing a reset schedule for the condenser water temperature setpoint, the value was overridden to maintain a constant temperature, deviating from the implemented measure. As a result, the cooling towers were unable to cool the condenser water to meet the setpoint at higher outside air wetbulb temperatures, and the performance of the chilled water systems decreased.



Commercial

AT&T Executive Briefing Center

Dallas, TX | 24,000 SQFT

Command Commissioning provided LEED Fundamental and Enhanced commissioning services to the client on the center designed as a showcase to their most prestigious corporate clients. The project consists of approximately 24,000 SF. The entire floor was renovated for 4 briefing rooms, a 42 person demonstration room, catering kitchen, dining areas and open area offices. The focal point of the executive briefing center is “The Cube” a 10’ by 10’ monitor display.



Shell Woodcreek Campus Phases I & II

Houston, TX | 600,000 SQFT

Shell Woodcreek Campus, is a four building 600,000 SQFT office complex for Shell Oil Company.

Phase I of the project included a six-story 170,000 SQFT office building with adjacent 30,000 SQFT amenities center. Phase II included a 177,000 SQFT six-story office building. Each of the office buildings features raised access flooring, and the amenities center includes a gym and conference center.

Command Commissioning provided the LEED Fundamental and Enhanced NC commissioning. Both phases I and II of the project achieved LEED Gold certification. Sustainability features energy-efficient skin, high-performance glazing, and energy-efficient building systems.



Hall Arts Tower

Dallas, TX | 501,575 SQFT

The Hall Arts Tower is located in the heart of the Dallas Arts District. The facility is an 18 story, 501,575 SQFT office tower. The first floor is dedicated to retail and restaurant space. The project has achieved LEED Gold certification.

Command Commissioning provided Fundamental and Enhanced LEED® technical commissioning for this facility and commissioned the following systems: chilled water, condenser water, air distribution, building management & controls, domestic hot water, and lighting controls.



One Victory Park

LEED Commissioning

Commercial Office | Dallas, TX

One Victory Park is an 18 story, 450,000 SQFT office building in Dallas that serves as the front of Victory Park. The building serves as the office component to the Victory Park revitalization plan. The building sits immediately adjacent to the American Airlines Center (Home of the Dallas Mavericks and Dallas Stars) and the W Hotel. The facility features high-end office space, flexible building mechanical systems, high-efficiency floor plates, and ground floor retail space. We provided the LEED® Fundamental and Enhanced Core and Shell commissioning. The project achieved LEED Silver certification.

450,000 SQFT Office Tower

18-Story

LEED Silver

Project Team

Developer - Hines

Architect - BOKA Powell

FedEx Office & Print HQ

LEED Commissioning

Commercial Office HQ | Plano, TX

The FedEx Office facility is a four-story, 265,000 SQFT space which includes an open office concept, conference rooms, full-service kitchen, multiple laboratory spaces, and fitness facilities including a basketball court. Unique features include a four-story open communicating stairway, LED lighting with a digital control system, and a backup generator for critical systems. Command Commissioning provided LEED fundamental and enhanced commissioning services for the shell building. The following systems were commissioned by CCLLC and the commissioning team: HVAC, Cooling towers, HVAC Pumps, Air Handling Units, Terminal units, VAV's and FPB's, Exhaust Fans, Pressurization Fans, Associated HVAC Controls (BMCS), Domestic Hot Water system.

265,000 SQFT Office Tower

4-Story with parking garage

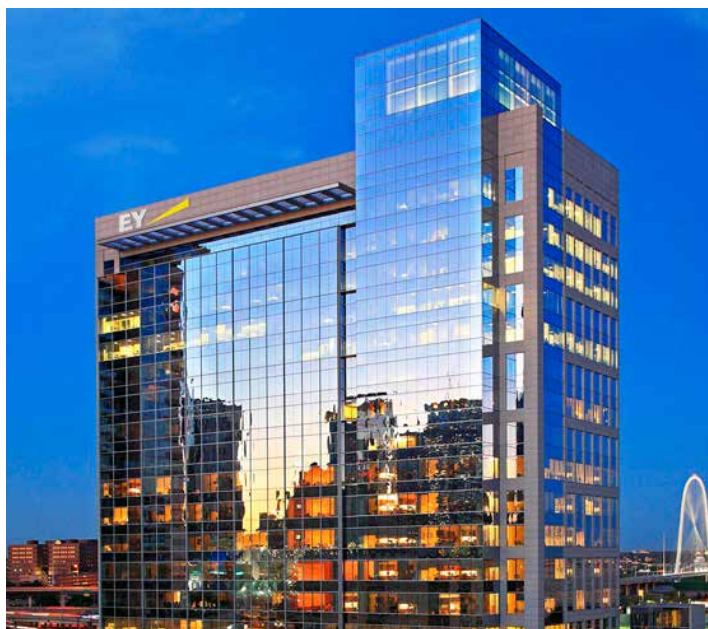
LEED Certified

Project Team

Developer - KDC Real Estate

Architect - HKS, Inc.

GC: Rogers-O'Brien Construction



BG Group Place

LEED Commissioning

Commercial Office | Houston, TX

BG Group Place is a signature addition to the downtown Houston Skyline. The building's skin is made of horizontal glass and aluminum. The defining feature of BG Group Place is a sky garden on the 39th floor, recessed into the form of the building. The sky garden boasts a five-story atrium. BG Group Place is the tallest building to be built in Houston since 1987. The best in class facility is occupied by BG Group, Baker Hostetler, and KPMG.

Command Commissioning played an integral role in the project to ensure LEED Platinum Certification. Our responsibilities began in the design phase and continued through post-acceptance. The commissioning process focused on the design, installation and operation of the energy consuming systems. The building systems were commissioned and approved by our team.

1,000,000 SQFT Office Tower

46-Story with 9-Level Parking Garage

LEED Platinum

Project Team

Developer - Hines

Architect - Pickard Chilton

GC - Harvey-Cleary

Chevron Corporate HQ

LEED Commissioning

Commercial Office HQ | Houston, TX

Chevron now occupies the two office towers of 1500 Louisiana and 1400 Smith Streets in the central business district of Houston as part of their relocation and consolidation plan. Both towers underwent complete renovation including replacing all mechanical systems with new equipment. 1400 Smith Street is a 50 story, 1.2 million SQFT tower that was originally constructed in 1983. Chevron signed a lease for the entire building and later purchased the building. 1500 Louisiana is a 40 story, 1.3 million SQFT tower that was built in 2002.

Command Commissioning provided the LEED commissioning for both towers. 1400 Smith obtained LEED CI Silver, and 1500 Louisiana received LEED CI Gold Verification. At the time, this was the largest combined LEED CI project.

1,200,000 SQFT & 1,300,000 SQFT Office Towers

50-Story & 40 Story

LEED Gold

Project Team

Owner - Chevron

Architect - HOK

GC - Harvey Builders



Museum Tower

LEED Commissioning

Residential Tower | Dallas, TX

Dubbed The City's Newest Landmark, Museum Tower is a 42 story high-rise that sets the standard for luxury living.

The building is approximately 450,000 SQFT providing 120 units and three levels of below grade parking. The first two floors of the tower include a lounge, library, art gallery and meeting space. The second floor is dedicated to a wellness center that includes fitness, personal services, yoga, a kitchen and dining space, and swimming pool.

We provided LEED® Fundamental and Enhanced Commissioning and Museum Tower achieved LEED® Certification.

450,000 SQFT

42 Story high-rise condos

120 Luxury units

LEED® Certified

Project Team

Architect - Johnson Fain & Gromatzky Dupree

MEP - Blum Consulting

GC - Austin Commercial



City Center

LEED Commissioning

Mixed Use | Washington DC

City Center is a mixed-use urban redevelopment project on a ten-acre site in the heart of downtown Washington DC. It is downtown's premier location for shops, restaurants, apartments, condominiums and office buildings.

The total development comprises of 2.5 million SQFT. Office buildings, retail space, apartments, condominiums, a new park and central plaza make up 1.5 million SQFT.

The residential space includes 515 rental units and 257 for sale units.

The retail space is about 275,000 SQFT, and the office space is about 350,000 SQFT. There are 1,900 parking spaces in the garage.

Finally, a 350-room hotel, and an additional 32,000 SQFT of retail space.

10 Acre redevelopment, 2,500,000 Gross SQFT

11 Story office buildings

11 Story apartment buildings

700 Apartment & Condominium units

LEED® Pre-Certified Gold

Project Team

Owner - Hines

Architect - Shalom Baranes

MEP - Tolk Inc.

GC - Clark Construction



Aviation

DFW Airport Terminal A Parking Garage

DFW, TX | 104,000 SQFT

CCLLC was retained by Parsons to act as the Commissioning Agent for the project. CCLLC developed commissioning specifications, performed design review of mechanical, electrical and plumbing systems, reviewed contractor submittals, and developed a commissioning plan tailored to the project. Once complete a final commissioning report was developed which include the contractor start-up documentation, completed pre-functional checklists by the contractors, Test & Balance Report, and completed Functional Test scripts. Throughout the project a commissioning issues log was maintained which tracked problems encountered and how they were resolved.



DFW Airport TRIP Terminal B

DFW, TX

This project included (10) air handling units, (37) fan coil units, (70) fan powered terminal units, (134) variable volume terminal units, (23) exhaust and ventilation fans, (22) radiant heaters, (4) grease waste pumps, and (7) sump pumps. In addition, we commissioned the Lighting Control System and Building Automation System. The chilled and heating water loop was also included in this scope. The loop comes into the terminal at a pump room served from the central utility plant which has tertiary pumps delivering chilled and heating water to the terminal air handling units.



DFW Airport Terminal E

DFW, TX

Command Commissioning and the Energy teamed up to perform a survey and functional performance test of the twenty-six (26) Pre-Conditioned Air Systems (PCA), chilled water and heating water systems serving the units. The scope of work included coordinating with the facilities management group to test the operation of the units through the entire sequence of operation, and documenting deficiencies found. In addition, sensor calibration was verified, alarms were checked and the building automation system interface and graphics with the units were tested.



Houston Hobby FIS Terminal

Commissioning

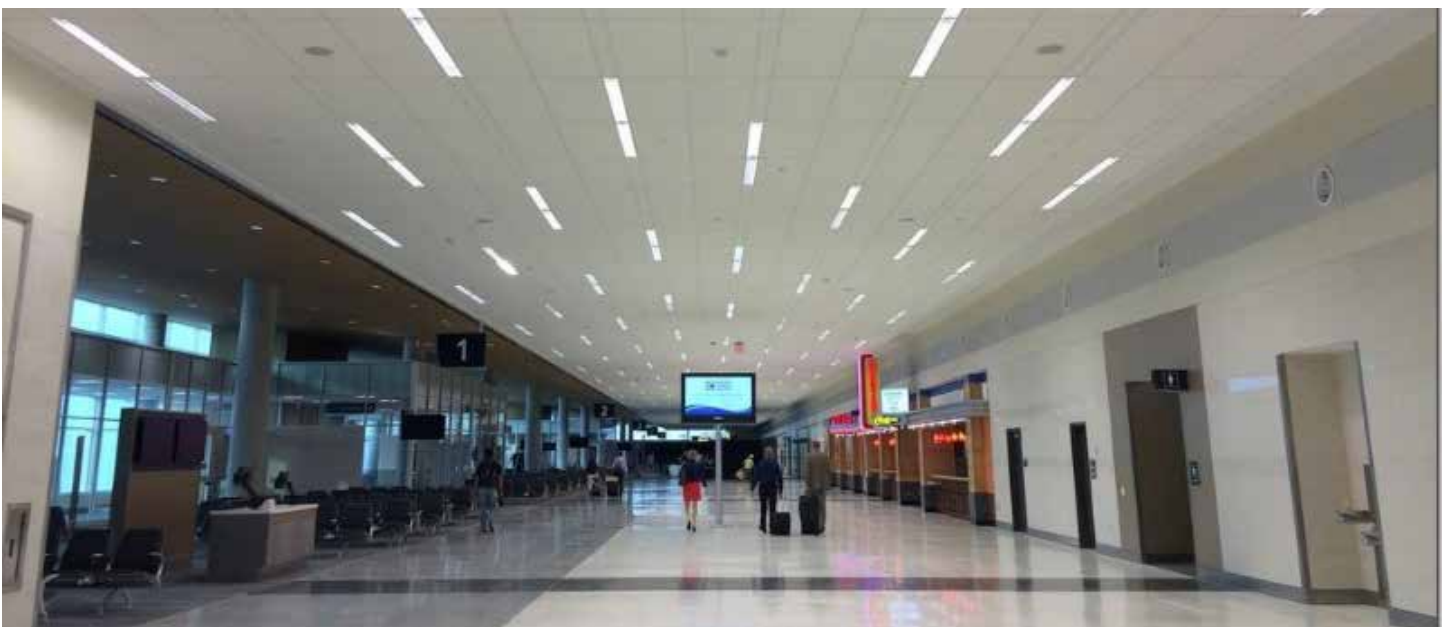
Airport Terminal, Central Plant, & Parking Garage | Houston, TX

The Satellite Central Utility Plant (SCUP) is a new 17,600 SF facility containing new heating hot water boilers and future chillers, the International Terminal is a new 280,000 SF Federal Inspection Services (FIS) facility with a Terminal, Concourse, and Parking Garage. The opening date for the FIS Facility was October 15, 2015 with the supporting facilities (parking garage and SCUP) completed shortly thereafter. Energy System's Laboratory and CCLLC were retained to act as HAS Infrastructure Division's and HOU Maintenance staff's commissioning agent to perform Functional Commissioning on the above facilities.

CCLLC developed the Commissioning Plan, schedule, provided Project Management and coordination for the commissioning team, developed and implemented the Functional Performance Tests to document system operation. Systems included in the commissioning scope of work were Chillers, Boilers, Air Handling Units, Flight Information Displays (FIDs), Baggage Information Displays (BIDs), Fire Alarm Systems, Baggage Handling Systems, Passenger Boarding Bridges, Pre-conditioned Air Systems, Back-up Generators and Transfer Switches, Elevators and Conveyance Systems as well as others.

In addition to performing Functional Commissioning, the CCLLC Team collected data to input into the HAS Enterprise Asset Management System (EAMS) to store condition assessment data on assets installed as part of the project.

280,000 SQFT Terminal
 17,600 SQFT Satellite Central
 Utility Plant
 LEED Platinum Certified
 Project Team
 Owner - Houston Airport
 Systems
 Architect - Corgan
 GC - Hensel Phelps



Healthcare

Memorial Hermann Hospital

Katy, TX | 320,000 SQFT

The project included construction of a \$98 Million, seven-story, 320,000 SQFT hospital. The facility has 127 private patient rooms and a 12 bed intensive care unit, six (6) pediatric beds and state of the art surgery suites. Command Commissioning performed commissioning of the: HVAC, fire alarm, emergency power, isolation rooms, and Building Automation systems.



The Children's Hospital of Colorado

Aurora, CO | 440,000 SQFT

The Children's Hospital of Colorado East Tower project was an addition of a 350,000 SF 10-story patient care tower and renovation of approximately 90,000 SF within the existing west tower. Command Commissioning performed design review, submittal reviews, developed commissioning specifications, and the commissioning plan. Systems commissioned included; electrical emergency generators, paralleling gear, UPS distribution, and circuit verification in all patient rooms and surgical suites. Mechanically, the building is served by chilled water and steam from a CUP. Tertiary chilled water pumps deliver chilled water to the HVAC air handlers. The air handlers were fan-wall type with redundant VFD's.



Memorial Hermann Hospital

Sugarland, TX | 220,000 SQFT

The project includes construction of a five-story, 220,000-square-foot hospital. The facility has 77 private patient rooms, including eight intensive care beds. Command Commissioning was responsible for performing the required task for commissioning of the mechanical, electrical, HVAC, smoke control, building management systems, normal power, lighting controls, med gas, elevators, security, emergency power, nurse call, fire alarm and fire protection.



VA Hospitals

Continuous Commissioning®

Hospitals/Government | Multiple Locations

Command Commissioning provided Continuous Commissioning® services for each of the VA Hospitals in four (4) locations. Each hospital was over 800,000 SQFT in size. We conducted energy usage analysis, central plant sequence optimization and identified and recommended corrections of system wide issues. Each hospital had its own issues and optimization opportunities and all of them achieved lower energy bills, increased occupant comfort, increased IAQ, and more reliable systems as a result of Command Commissioning's effort. The annual savings for the Little Rock hospital were estimated at \$192,000. Each hospital saw an anticipated simple payback period between 3 to 4 years.

3,200,000 Total SQFT

4 Locations - Little Rock, AR; Muskogee, OK; Shreveport, LA; Houston, TX

\$192,000 Annual Savings (Little Rock)

Owner - Veteran's Affairs

TrueWorth Homeless Resource Center

New Building Commissioning

Healthcare | Ft. Worth, TX

TrueWorth Homeless Resource Center and Clinic opened its doors in December of 2016. TrueWorth serves individuals and families in Fort Worth who find themselves homeless. They offer day shelter, supportive services and resources, and access to partner agencies. TrueWorth and the new facility are funded by the Fort Worth Foundation, whose mission is to support local organizations working to feed the hungry and improve the lives of homeless individuals and families in the area.

Command Commissioning provided commissioning services for the Mechanical, Electrical, and Plumbing systems of the building.

40,000 SQFT 2-story facility

Project Team

Owner - Fort Worth Foundation

Architect - HKS, Inc.

MEP Engineer - DFW Consulting Group



Technology

Non-disclosed Federal Bank

Baltimore, MD

Command Commissioning was hired by the Bank to perform comprehensive technical commissioning of the mechanical and electrical systems supporting the new 900Kw data space build out. Each system was tested to provide verification that the systems operated and performed as designed and intended under varying load and failure scenarios. Systems commissioned included a variable primary CHW system with three air cooled chillers, computer room air conditioners, emergency generators, UPS's, electrical distribution, and fuel system. Command Commissioning developed the Cx Plan and worked with the design and construction team to implement the plan and deliver a fully functional and on time project.



Target Technology Center II

Elk River, MN | 136,000 SQFT

The Command Commissioning & Hood, Patterson Dewar team performed the commissioning for this Tier III Gold Concurrently Maintainable on the 50,000 SQFT data floor, 14,000 SQFT of administrative space, and approximately 72,000 SQFT of infrastructure space. The systems commissioned included the chilled water, fuel oil, air distribution, building ventilation, battery room ventilation, computer room air conditioning, leak detection, BMCS, fire alarm, fire suppression, standby generators, paralleling gear, UPS Systems, batteries, automatic transfer switches, automatic static transfer switches, PDUs, grounding, Power Monitoring System, and remote power panels.



Global Telecommunications Company Headquarters Data Center

Dallas, TX | 334,000 SQFT

The data center at the corporate HQ fills eight floors and 334,000 SF in the facility. The building is served by a central utility plant. We performed commissioning of the air handling units, fuel system, building automation system, fire alarm/suppression system, new chilled water plant, and electrical systems. We also performed optimization of the raised floor air distribution and chilled water plant. As part of the Continuous Commissioning® process we trained the operators and provided specs for the systems.

Additionally, our firm has provided the full range of commissioning services to the client on data centers throughout the United States.



Lowes Data Center

San Antonio, TX | 77,000 SQFT

The facility contains 20,000 square feet of built out data floor, 10,000 square feet of future data floor, 5,000 square feet of administrative space, and approximately 42,000 square feet of infrastructure space.

Command Commissioning performed the Functional and Integrated Systems Testing. The data center includes;

- Two active delivery paths for power and cooling.
- N+1 redundancy for mechanical and electrical systems.
- Power distribution at an average of 50-80 watts/ft² with 'high-density' areas at 150 watts/ft².
- Raised floor height of 36 inches above structural floor for access and cooling.
- Provisions for future chilled water storage tank.



US Bank

Olathe, KS | 138,000 SQFT

The 138,000 square foot facility contains 60,000 square feet of built out data floor, and 78,000 square feet of support and infrastructure space. Command Commissioning performed the Functional and Integrated Systems Testing. The design of the data center includes the following features;

- Two active delivery paths for power and cooling.
- 2N redundancy for mechanical and electrical systems.
- Power distribution at an average of 100 watts/ft² with 'high-density' areas at 150 watts/ft².
- Raised floor height of 36 inches above structural floor for access and cooling.
- Chilled water storage tank.




Terremark Nap of the Capitol

Culpepper, VA | 100,000 SQFT


Command Commissioning performed the Functional and Integrated Systems Testing on the 100,000 square foot facility including 50,000 square feet of data floor, 66,000 of administrative space and infrastructure space, and an 8,500 square foot generator building. The design of the data center includes the following features:


- N+2 mechanical and electrical redundancy.
- Uptime Institute Tier 3 Rating
- Multiple power and cooling distribution paths with uninterruptible cooling.
- Power distribution capable of 160 watts/ft²
- Raised floor height of 36 inches above structural floor for access and cooling.
- Thermal storage tank for emergency cooling.



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Commissioning^{LLC}**