

TIPS VENDOR AGREEMENT

Between Terracon Consultants, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210602 Consulting and other Related Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract 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 between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

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”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus five years.

Example: *If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned

Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor 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

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

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 the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases 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 one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the

TIPS Member.

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 full 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures

and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability \$1,000,000 each Occurrence/ Aggregate

Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 210602 Consulting and other Related Services

Company Name Terracon Consultants, Inc.

Address 8901 John W. Carpenter Freeway, Suite 100

City Dallas State TX Zip 75247

Phone 214-666-4733 Fax 214-630-7070

Email of Authorized Representative greg.walterscheid@terracon.com

Name of Authorized Representative Greg Walterscheid, MBA, FMP


Title Regional Manager, Senior Principal

Signature of Authorized Representative 

Date July 16, 2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 8-25-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210602
Terracon
Supplier Response

Event Information

Number: 210602
Title: Consulting and other Related Services
Type: Request for Proposal
Issue Date: 6/3/2021
Deadline: 7/16/2021 03:00 PM (CT)
Notes:

IF YOU ALREADY HOLD TIPS CONTRACT 200601 CONSULTING AND OTHER RELATED SERVICES (“200601”), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200601 AT THIS TIME. IF YOU HOLD 200601, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200601 CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Terracon Information

Address: 8901 Carpenter Freeway
Suite 100
Dallas, TX 75247
Phone: (214) 630-1010
Toll Free: (214) 630-1010
Web Address: www.terracon.com

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

Angelina Cisneros
Signature

amcisneros@terracon.com
Email

Submitted at 7/16/2021 9:56:50 AM

Requested Attachments

Agreement Signature Form

210602 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210602 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

210602 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

210602 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Supplemental Information.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Terracon-logo.jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

CERTIFICATION OF CORPORATE OFFERER FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

210602 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

Terracon-W9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

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. <input type="text" value="NO"/>
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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)

No response

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.)

Terracon is a 100 percent employee-owned consulting engineering firm providing quality services to clients. Since 1965, Terracon has evolved into a successful multi-discipline firm specializing in the following service lines Facilities, Environmental, Geotechnical, Materials. Over our history, Terracon has achieved significant expansion through both internal growth and acquisitions. Terracon currently has more than 5,000 employees in more than 150 offices, serving all 50 states nationwide. Additionally, we partner with our U.S. clients to serve their international needs. Terracon's growth is due to dedicated employees who are responsive to clients, provide quality services, and take advantage of opportunities in the marketplace.

Facilities Division

Facility owners, managers, and investors face many technical and financial performance challenges when it comes to achieving a maximum return on their building investments. Terracon serves as a valuable partner to restore, enhance, and increase your building performance, reducing potential risks and liabilities. Terracon's licensed architects and engineers provide the following Facilities Consulting services:

- ? Facility Asset Management Program
- ? Property Condition Assessments
- ? Building Enclosure Consulting (Roofs, Walls, and Waterproofing)
- ? Engineering Diagnostics
- ? Mechanical, Electrical, and Plumbing (MEP) Consulting
- ? Structural/Materials Diagnostics
- ? Aquatic Design and Engineering

6 Primary Contact Name

Primary Contact Name

Greg Walterscheid, MBA, FMP

7 Primary Contact Title

Primary Contact Title

Regional Manager, Senior Principal

8	Primary Contact Email Primary Contact Email <input type="text" value="greg.walterscheid@terracon.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2146664733"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2146307070"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2149092180"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Angelina Cisneros"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Regional Marketing Coordinator"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="amcisneros@terracon.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7133292514"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134679845"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7138069887"/>

1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Janet Dunbar"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="janet.dunbar@terracon.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7133292550"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Janet Dunbar"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="janet.dunbar@terracon.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7133292550"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.terracon.com"/>
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="Terracon Consultants, Inc."/>
2 6	Primary Address Primary Address <input type="text" value="8901 John W. Carpenter Freeway, Suite 100"/>
2 7	Primary Address City Primary Address City <input type="text" value="Dallas"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="75247"/>

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.) <input type="text" value="Facility Condition Assessment, Roof Assesment"/>

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
	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 include 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. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal? <input type="text" value="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? This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS. <input type="text" value="Yes"/>

33	Company Residence (City)
	Vendor's principal place of business is in the city of? <input type="text" value="Dallas"/>

34	Company Residence (State)
	Vendor's principal place of business is in the state of? <input type="text" value="Texas"/>

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

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 solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied 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%.

36 Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to 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.

38 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

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.

39 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

41 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: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

42 Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

43 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?

44 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 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;
- 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;
- 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.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 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.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(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;

(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;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(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.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, 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.

5
1 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 government-wide 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 answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
2 **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, audiotape, 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 by answering YES 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.

Yes, I certify (Yes)

5 **2 CFR PART 200 Contract Provisions Explanation**

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

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.

5 **2 CFR PART 200 Contracts**

4 Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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?

5 **2 CFR PART 200 Termination**

5 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?

5
6

2 CFR PART 200 Clean Air Act

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 \$250,000 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).

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.

Does vendor agree?

5
7

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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.

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.

Does vendor agree?

5
8

2 CFR PART 200 Federal Rule

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 \$250,000)

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 \$250,000, 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).

Does vendor certify that it is in compliance with the Clean Air Act?

5 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?

6 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 2 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 3 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.

6 4 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
5 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES

**6
6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

YES

6 **Indemnification**

7

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, I Agree (Yes)

6 **Remedies**

8

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 MAY 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.

Do you agree to these terms?

6 **Remedies Explanation of No Answer**

9

**7
0** **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

**7
1** **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7
2** **Infringement(s)**

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?

**7
3** **Infringement(s) Explanation of No Answer**

**7
4** **Contract Governance**

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.

Yes, I Agree (Yes)

7 **Payment Terms and Funding Out Clause**

5

Payment Terms:

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?

Yes, I Agree (Yes)

7 **Insurance and Fingerprint Requirements Information**

6

Insurance

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 & 22.08341. 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

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.

None

7
8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7
9 **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8
0 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 Solicitation Deviation/Compliance

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

8
2 Solicitation Exceptions/Deviations Explanation

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.

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.

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.

8
3 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

8
4 Agreement Exceptions/Deviations Explanation

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.

8
5 Felony Conviction Notice

Texas Education Code, 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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

86 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

87 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

88 Required Confidentiality Claim Form

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

89 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

90 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

9 1 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity
This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 2 Indemnity Limitation with TIPS Members
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 3 Arbitration Clauses
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 4 Required Vendor Sales Reporting
By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 5 Upload of Current W-9 Required
Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

REFERENCES

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE.

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Lewisville Independent School District	Mr. Shawn Barr	barrs@lisd.net	469-948-7841
Texas City Independent School District	Mr. Robert Trabanino	Robert.trabanino@ibigroup.com	913-990-1242
Van Vleck Independent School District	Mr. Timothy Richard	tim.richard@skanska.com	832-267-5439
Spring Independent School District	Mr. Darrell Turner	dturner@springisd.org	281-891-6159
Katy Independent School District	Ms. Elisabeth Kassman	elisabethakassman@katyisd.org	281-396-2309
San Antonio Housing Authority	Mr. Thomas Roth	thomas_roth@saha.org	210-477-6276
Dallas Water Utilities	Ms. Sandra Kindler	sandra.kindler@dallascityhall.com	214-671-9540
University of Texas Rio Grande Valley	Mr. Gerardo Rodriguez, Jr.	Gerardo.rodriguez@utrgv.edu	956-665-2770

Required Confidential Information Status Form

Terracon Consultants, Inc.

Name of company

Greg Walterscheid, MBA, FMP

Printed Name and Title of authorized company officer declaring below the confidential status of material

8901 John W. Carpenter Frwy., Suite 100, Dallas TX 75247 214-666-4733
Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) 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 Texas Gov't Code or other law(s), you **must attach 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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.

Signature  Date July 16, 2021

Terracon

PROPOSED GOODS AND SERVICES
RFP 210602 Consulting and other Related Services

July 16, 2021

Terracon Proposal #PFA216127

Presented to:



**THE INTERLOCAL
PURCHASING SYSTEM**

“PURCHASING MADE PERSONAL”

Responsive | Resourceful | Reliable

8901 W. John Carpenter Freeway, Suite 100, Dallas, TX 75247
(214) 630-1010 | Terracon.com



Facility Consulting Services

SERVICES TERRACON CAN PROVIDE TIPS MEMBERS

Facility owners/managers/investors face many technical and financial performance challenges when it comes to achieving a maximum return on their building investments. Terracon serves as a valuable partner to restore, enhance, and increase your building performance, reducing potential risks and liabilities. This occurs through the delivery of a broad range of consulting services from assessment through commissioning, design, and project oversight, assisting owners by identifying system conditions, and developing the action plans needed to restore or maintain their assets. Our professionals provide full-service consulting to address the myriad of facility systems from parking lot to rooftop.

Terracon's facility consulting group serves as your valued partner in identifying, quantifying, prioritizing, and solving system performance deficiencies and the associated risks and liabilities to your building operations. Our goal is to develop and implement solutions and strategies to enhance or restore building performance.

Our consultants have provided expert facility consulting services on **more than 6,300 facilities projects across 50 states** in the last three years. Terracon's focused services and expertise identify issues, develop options for resolution, and implement corrective action.



"Your facilities team has been a tremendous help and done an excellent job. We will be reaching out for your help again."

*- Sandra Cardwell, Director of Maintenance
Academy Sports and Outdoors*

Responsive | Resourceful | Reliable

RFP 210602 Consulting and other Related Services

Terracon

Facility Consulting Services

Our facilities consulting services are extensive, varied, and include the following:

Building Enclosure Consulting (Roofs, Walls, and Waterproofing)

- Air infiltration and water penetration testing
- Building enclosure commissioning (BECx)
- Roof and wall asset management programs
- Remedial design and construction administration
- Life cycle cost analysis
- Infrared Thermography
- Electronic field vector mapping (EFVM)



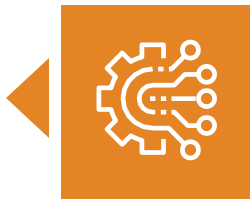
Structural/Materials Diagnostics

- Forensic investigations
- Foundations
- Light pole/bleacher inspections
- Remedial design and construction administration
- Seismic risk assessments
- Materials diagnostics
- Pavement assessments



Mechanical, Electrical, and Plumbing (MEP) Consulting

- ASHRAE Level I, II, III energy audits
- Building energy performance assessments
- MEP diagnostics, assessments, and investigation
- MEP design for retrofit and renovation
- Life cycle cost analysis
- LEED consulting
- HVAC system diagnostics
- Commissioning and Retro-Commissioning



Facility Condition Assessments

- ADA code compliance
- Base line condition assessments all systems
- Service life assessments
- Capital and expense planning/forecasting
- Project prioritization and planning
- Life cycle cost analysis
- Data management/software implementation
- Preventative maintenance programs





FACILITY CONDITION ASSESSMENT SERVICES

Facility Condition Assessments (FCAs) are conducted for owners who desire an independent, “third-party” assessment of facility assets ranging from individual building systems to multi-site portfolios. As a Facilities Consulting and Engineering firm, Terracon routinely provides FCA services as part of our broader service line capabilities. We have performed thousands of condition assessments as well as associated services related to deficiency correction, facility renewal and strategic planning for the ongoing maintenance and operation of facility assets. Terracon helps its Clients develop an organized, rational, and objective approach for managing their facility and site infrastructure assets.

FCAs are primarily directed at noting construction defects; components which appear to exhibit less than expected useful service life or which have been poorly maintained. Typical FCAs are conducted based on visual, non-destructive inspection techniques, interviews of persons knowledgeable regarding the construction and maintenance history of the facilities, and review of existing building data and maintenance history.

An FCA includes the systematic inventory of building and site infrastructure components, determination of operational condition, documentation of observed deficiencies, and development of multi-year, prioritized forecasts of costs for maintenance, repair, and capital renewal. We specifically inventory facility assets by its component parts, defining type, age, and quantity, and then quantify facility conditions in terms of cyclical renewal needs and non-cyclical repairs and restoration. Our deliverables classify, rank, and prioritize facility components with respect to deficient conditions and prioritize correction projects by severity, risk, cost, and anticipated lifecycle.

The financial plans we generate include forecasts of estimated capital investments required to address both cyclical renewal needs and non-cyclical repairs and restoration. These forecasts give facility owners the ability to compare multiple “what-if” funding strategies that helps them optimize their plans for asset preservation. Our work supports client development of long-term financial plans that protect the value of facility assets.

As part of a pro-active Facility Asset Management Program, information generated from a Terracon FCA helps building owners and managers....

- Know what they own....
- Know what condition the facility systems and sub-systems are in....
- Know when to plan for component repairs and replacements....
- Know what the estimated costs are in advance for facility sustainment....
- Minimize deterioration to equipment or facilities....
- Reduce or avoid unscheduled disruptions to operations....
- Increase the reliability of operations assets, and....
- Extend the serviceable life of existing facility components.

FACILITY CONDITION ASSESSMENT SERVICES

FAC PROJECT APPROACH

Our assessments are performed by team of facility specialists experienced in each of the building and site systems we assess. Our experience with FCA's has demonstrated that the tasks included in our standard approach to conducting an FCA are critical to formally align the scope of our planned work with our Clients' goals, expectations, and limitations of the organization. Our process is well proven through our performance of work on projects of similar scope, size, and complexity.

The specific tasks we plan to carry out to meet the requested scope of work is listed below:

Project Launch and Planning Phase

- 1.) Listen to our client to clearly understand their requirements. We always seek Client involvement and engagement in the launch phase so that we can truly align and begin the partnering relationship based on full understanding of Client requirements and needs.
- 2.) Develop a preliminary field assessment schedule for discussion during the Kick-Off Meeting. Following the Kick-Off Meeting, update the preliminary schedule so that it meets both the project performance requirements and the Client's constraints.
- 3.) Conduct Kick-Off Meeting to initiate planning activities and confirm alignment of the project's goals with Terracon's proposed Scope of Work.
- 4.) Gather and review existing background information that describes the as-built construction of a facility, its repair and maintenance history, and plans for future repair and replacement projects.
- 5.) Configure FCA software to establish facility hierarchy for analysis and reporting purposes based on its association to a hierarchical list of facility assets.
- 6.) Review and confirm System Configuration Settings in the FCA software to support Client-specific requirements.
- 7.) Conduct Pre-Mobilization Calibration Meeting to review standard field data collection procedures, special data collection fields, and project specific requirements for inventory collection.

Field Data Collection

- 8.) Interview the facilities maintenance supervisor, and/or building engineers knowledgeable regarding the construction and maintenance history of each facility to document current deficiencies already identified by Client staff.
- 9.) Record data describing the general construction of each facility, either from background information provided to us or from field observations. The data will include descriptive narratives describing the major construction features and building systems that comprise each facility, database field entries, and photos.
- 10.) Develop an inventory of visually accessible building components, equipment, and infrastructure assets of each property. Take digital photographs to document existing field conditions.
- 11.) Rate the existing condition of inventoried components to calculate an estimated Remaining Service Life.
- 12.) Perform a non-destructive, visual condition assessment of each facility to identify component-level deficiencies and life-cycle conditions. Record data describing observed deficiencies, called Work Items. Evaluate Work Items for potential repair or replacement.

Work Item Cost Estimating and Work Packaging

- 13.) Estimate the costs of building element repairs and replacements identified during the assessment. Calculate a Facility Condition Index (FCI) for each building and for individual building systems that comprise each building.
- 14.) Combine Work Items into executable Work Packages within an asset by grouping work of a similar type (common inventory classification at UNIFORMAT Level 2 and budget account).

FACILITY CONDITION ASSESSMENT SERVICES

Data Analysis and Forecasting

- 15.) Forecast maintenance costs and future capital expenditures to improve our Client's asset management practices and planning for their allocation of operating capital.
- Prioritize building component repair and replacement projects based on asset criticality, system criticality, likelihood of failure, remaining useful life, and impact on operations.
 - Develop a long-term capital investment budget to strategically reduce the current backlog of deferred maintenance, and fund future preventative maintenance and capital renewal requirements.

Reporting and Project Deliverables

- 16.) Provide a portfolio level written report of findings of our observations, conclusions, and recommendations, with supporting data lists, cost estimates and photos.
- 17.) Create one central depository of data on critical building systems, life expectancy, and capital investments.
- 18.) (Optional Service) Transfer a subscription of the Paragon software to the Client at the completion of the project.

FCA Software Training

- 19.) (Optional Service) Train Client staff to enter/update/analyze data and run/export an array of reports from the FCA software.





BUILDING SYSTEMS ASSESSMENT/CONSULTING SERVICES

Terracon performs building system assessments in a phased manner. Understanding the construction and maintenance history of the system is very important to the assessor. Reviewing construction plans/specifications and maintenance records is performed prior to visual observations. Information obtained from these documents provides the assessor information that can be used during visual observations. Many times the visual observations need to be confirmed or additional information is required to evaluate the building system. In these cases, Terracon owns and maintains test equipment to confirm the condition.

Additionally, Terracon owns and maintains non-destructive test equipment to assist with assessments. Infrared technology provides assessors the ability to identify wet areas below roofing and wall materials. Terracon owns and maintains these infrared cameras. Terracon has Certified Infrared Thermographer's on staff. Terracon's infrared cameras can capture video and still images in digital format using the latest software. Additionally, Terracon maintains state of the art Building Envelope Testing equipment including handheld and rack type spray apparatuses.

Terracon's Facilities Department has highly qualified professionals with years of experience and training which has resulted in Terracon having the ability to provide all of the following services with our in house staff.

- Roofing Assessments
- Building Envelope Analysis
- Roof Replacement Design
- Materials Testing
- Infrared Surveys
- Roof Maintenance/Management Programs
- Life Cycle Cost Analysis
- Contract Administration
- Installation Monitoring
- Mechanical Assessments
- Structural Diagnostics

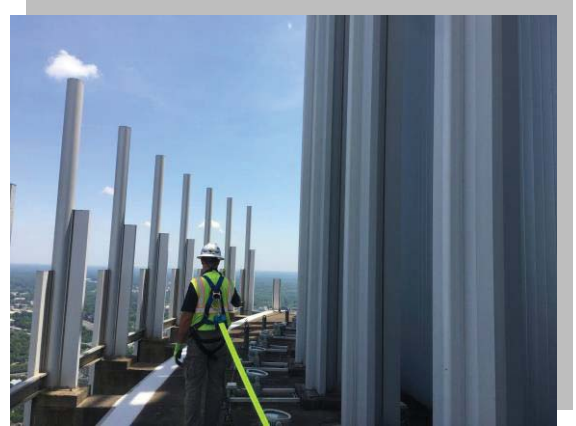
If it is determined that a system replacement is necessary, Terracon can take TIPS members all the way through the contract administration phase of the project down to helping the our client's determine the most qualified contractor for the job.

BUILDING SYSTEMS ASSESSMENT/CONSULTING SERVICES

ASSESSMENT PROJECT APPROACH

Terracon is committed to bring quality and success to your members projects. No matter what phase of work (i.e. peer review, assessment, design, construction administration, or disaster response) we will dedicate our local, regional, and national resources of skilled professionals and equipment to properly staff and equip each project based on our Client's objectives. The depth of our staff allows us the ability to quickly mobilize and begin work on various types of building enclosure projects.

Terracon is confident that we have the resources to respond to TIPS member needs. Terracon team members will work closely with the Owner and contractor(s) through-out all phases of the project(s). We believe in the team approach and synchronizing activities during each phase. Our experience in all phases of facility design and construction affords us the foresight to anticipate our participation and ensure timely delivery of services. This minimizes delays and disruptions and the inefficiency of duplicated efforts.



EVALUATION OF EXISTING BUILDING SYSTEMS:

The purpose of the assessment is to visually review and assess the type and condition of materials used in construction. Our observations will include visual review of the subject building systems and its various components. Our observations will be made from the ground or roof as appropriate and as can be safely performed. In the event that an aerial lift is required, Terracon will coordinate access with your facilities staff for use of the lift prior to having it arrive on site.

Depending on the reported conditions, age, and type of building system Terracon may utilize both destructive and non-destructive test methods to better assess condition, remaining useful life, and mode of failure. These test methods may include, but not be limited to:

- Aerial Drone Surveys
- Infrared Thermographic Imaging from the roof top or drone
- Deck Moisture Scanning
- Electronic Leak Detection
- Wind-uplift Testing
- Roof Cores
- Roof Drain Testing
- Fastener Pull Testing
- Water Spray Testing
- Whole Building Air Barrier Testing
- Non-Destructive GPR Testing

BUILDING SYSTEMS ASSESSMENT/CONSULTING SERVICES

The findings of our assessment will be documented in a written report that will detail our observations, conclusions and opinions regarding the condition of the building system(s), and our recommendations for repair and/or replacement of said systems. We will coordinate with client's facility staff to develop a consensus on acceptable reserve terms over which the building components should be evaluated (i.e. 10- or 20-year reserve terms). Furthermore, our recommendations will be reviewed with client's facilities staff to verify that the recommendations are aligned with your master plan. Terracon is able to take the assessment findings and implement repair and replacement projects for our client's using the following approach.

PRE-DESIGN SERVICES:

- Terracon will collaborate with client's facilities staff to develop performance expectations for the building systems, which may also involve other portions of the building enclosure.
- We will review client's best practices and favored and/or best performing roofing systems to develop a design program that can be managed and maintained by your maintenance staff and qualified contractors.

DESIGN SERVICES:

Terracon will assemble replacement and/or remedial repair Constructed Documents (CDs) for the assigned projects. The CDs will generally include:

- Construction specifications, including quality control and quality assurance, in MASTERSPECTM format related to the scope of work.
- List of suggested product manufacturers and contractors.
- Construction drawings in AutoCAD format to illustrate roof details, boundaries of required work, sequencing and installation of materials to be installed for selected roof system replacement and/or remedial repairs.
- A 75 percent and 95 percent plan/specification set of documents will be submitted for review prior to completing the CDs. Please note that these review milestones can be adjusted to meet client's best practices. A review meeting will be scheduled with Client for the submittals. Subsequent review comments will be incorporated into documents prior to issuing a complete or bid set. Bid documents will be provided in electronic format.
- Documents can be delivered as hardcopies; however, Terracon will also utilize SharePoint to provide client with online access to our documents which is particularly valuable when transmitting large files.

BIDDING SERVICES:

- Attend, and if requested to conduct the pre-bid meeting, answer technical questions, and assist client with issuing addenda to Bidders.
- Review and qualify bids as requested.
- Provide recommendations on the qualifications of the Bidders that would be suitable for the proposed work.
- At the completion of the bidding, any accepted addenda or other revisions will be incorporated in to the CDs for the final set.

CONSTRUCTION ADMINISTRATION SERVICES:

- Attend and/or conduct the pre-construction meeting and summarize the project requirements.
- Review Shop Drawings, Submittals, Requests for Information (RFI) and Change Orders as submitted by the contractor.
- Perform pre-construction testing of mockups of the building enclosure systems (if applicable); observe and report on modifications and retest as needed.
- Review material submittals and shop drawings.
- Review the testing and inspection protocols with the general contractor and our client.

BUILDING SYSTEMS ASSESSMENT/CONSULTING SERVICES

- Perform periodic or full-time construction observations (to be determined by client) of the roofing installation. Observations will be documented in daily field reports. The field reports will include the project activities observed, weather conditions at the time of the observations, nature and location of work being performed, verbal notifications or interpretations provided to the GC, and photographs documenting work observed.
- Develop and maintain a punch list of deficiency items that will be included in each site observation report. Terracon will promptly notify Client if the Work does not conform to the CDs or if additional inspections or testing of the Work is recommended.
- Field reports will be issued within 48-hours of completing a site visit. Furthermore, if critical deficiencies are encountered Terracon will notify the Client and the General Contractor before leaving the project site so that corrective action can be taken at the earliest opportunity.
- Review GC's Applications and Certificates for Payment (ACP).
- Conduct progress meetings.
- Perform and/or oversee in-situ testing (infrared, water testing, air testing, etc.) to verify compliance of the installation of the systems with design/test requirements.

POST CONSTRUCTION SERVICES:

- Develop and distribute final reports summarizing status of systems evaluated and tested.
- Review close-out documentation prepared by the GC, including warranties, guarantees, as-built documents, release of liens and the final ACP.
- Conduct warranty inspection prior to expiration of contractor warranty period (usually 1 year) of visible enclosure conditions and report deficiencies, if any, to be corrected under terms of the applicable warranty.

Through each phase of the project our Program Manager will monitor and respond to dedicate resources from our Pharr office or near-by Terracon offices as may be required. Schedule float or creep will be closely monitored and communicated regularly with your staff to proactively remove issues or items that will adversely impact the schedule and related deliverables.

Once the contract has been executed, Terracon will request a meeting with our Client to review potential projects and protocols the Client wishes to implement. During this meeting we will also discuss:

- Best practices;
- Contingency plans for unexpected, severe weather events;
- Preferred construction materials;
- Key contacts;
- Invoicing guidelines;
- Obtain building/inventory information for the campuses covered under this contract;
- Review expected/historic project construction costs; and
- Coordinate for campus visits, background screenings, and meeting with on-site facility personnel

In accordance with our Project Quality Manual each phase of the project, whether it be assessment, design, construction administration, or quality assurance, will be reviewed by our Authorized Project Review (APR). The APR will assist the Program Manager by providing the necessary oversight to ensure that quality is being delivered from the initial proposal phase through project close-out

Terracon

SUPPLEMENTAL INFORMATION
RFP 210602 Consulting and other Related Services

July 16, 2021

Terracon Proposal #PFA216127

Presented to:



**THE INTERLOCAL
PURCHASING SYSTEM**

“PURCHASING MADE PERSONAL”

Responsive | Resourceful | Reliable

8901 W. John Carpenter Freeway, Suite 100, Dallas, TX 75247
(214) 630-1010 | Terracon.com



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Section A
Firm Information



Section A Firm Information

FIRM PROFILE

Terracon is a 100 percent employee-owned consulting engineering firm providing quality services to clients. Since 1965, Terracon has evolved into a successful multi-discipline firm specializing in the following service lines:

- Facilities
- Environmental
- Geotechnical
- Materials

Over its history, Terracon has achieved significant expansion through both internal growth and acquisitions. Terracon currently provides services in all 50 states with more than 5,000 employees in 150 offices. Additionally, we partner with our U.S. clients to serve their international needs. The firm's success is further evidenced by a current ranking of 22nd Engineering News-Record's 2020 listing of the Top 500 Design Firms, as compared to a ranking of 54 a decade ago. Terracon's growth is due to dedicated employees who are responsive to clients, provide quality services, and take advantage of opportunities in the marketplace.

Facilities Division

Facility owners, managers, and investors face many technical and financial performance challenges when it comes to achieving a maximum return on their building investments. Terracon serves as a valuable partner to restore, enhance, and increase your building performance, reducing potential risks and liabilities. Terracon's professionals provide the following Facilities Consulting services:

- Facility Asset Management Program
- Property Condition Assessments
- Building Enclosure Consulting (Roofs, Walls, and Waterproofing)
- Mechanical, Electrical, and Plumbing (MEP) Consulting
- Structural/Materials Diagnostics

Number of years in the business
56 years

Details about ownership
C- Corporation
100% Employee-Owned

Size of the firm
Statewide, TX, OK, LA: 600+
Nationwide: 5,000+



Responsive | Resourceful | Reliable

RFP 210602 Consulting and other Related Services

Terracon

Section A Firm Information

QUALITY ASSURANCE PROGRAM

Quality is a critical responsibility for all Terracon employees. Management and technical functions operate under Terracon's Quality Control/Quality Assurance (QA/QC) policy and procedures manual. The quality program assigns the immediate responsibility of quality control to the project manager with oversight from senior management and the project principal. The following elements of quality control are addressed during the project:

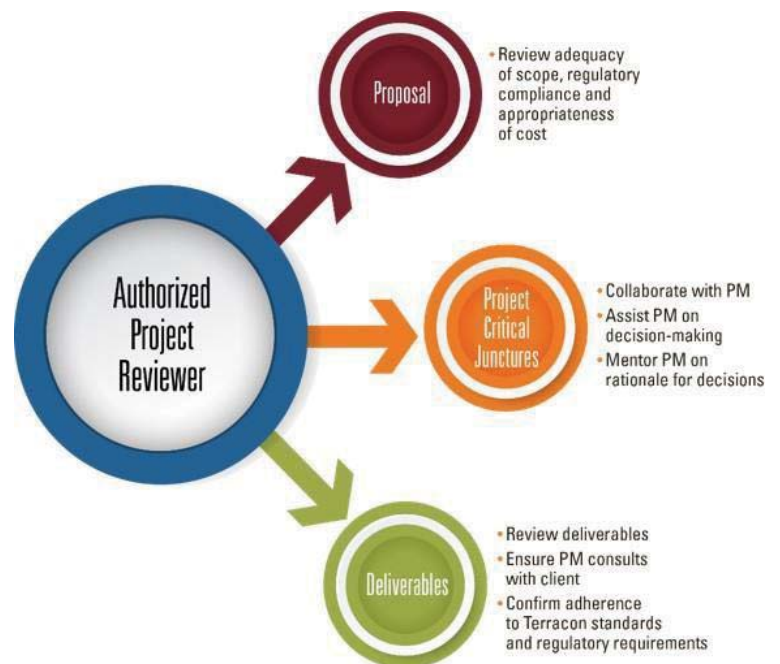
- Safety
- Operational procedures
- Qualifications of personnel
- Condition and accuracy of instruments and equipment
- Standard materials
- Statistical evaluations
- Supervisory review of technical procedures and documents
- Use of control standards for evaluation of activities
- Sample identification, protection, chain-of-custody, storage and disposition
- Data recording, identification, security, checking, routing, filing and disposition

Two very important aspects of our quality assurance program include our Authorized Project Review Program and our dedication to Safety.

Authorized Project Review Program (APR Program)

Authorized Project Reviewers (APRs) are highly experienced practitioners who successfully complete Terracon's training program in order to help project managers put together proposals, kick-off projects with team meetings, review previous client documentation, and meet client needs for clear and complete documentation.

Terracon believes that all project documents rendering professional opinions or recommendations provided to clients should not rely solely on the judgment of one individual practitioner. A secondary review of a practitioner's work improves the overall quality of the opinion or recommendation. Therefore, Terracon project documents rendering professional opinions, conclusions, or recommendations must be reviewed and signed by an Authorized Project Reviewer prior to submittal to the client.



Section A Firm Information

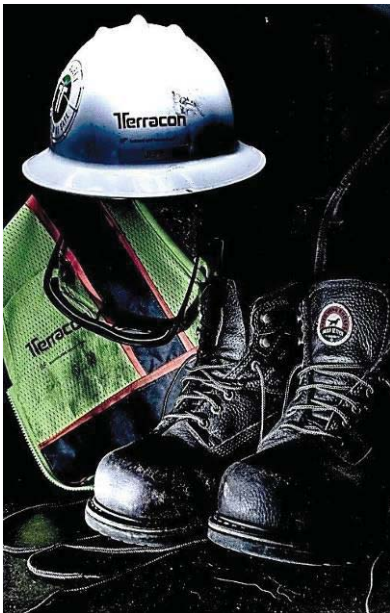
SAFETY

Incident and Injury-Free (IIF) is about demonstrating care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people, who we value for who they are and what they do.

Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries and accidents will not be viewed as problems to make go away, but as opportunities to strengthen Incident and Injury-Free.

Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries and accidents will not be viewed as problems to make go away, but as opportunities to strengthen Incident and Injury-Free.

We will nurture an Incident and Injury-Free workplace in which people work safely because of their personal belief that it is the right way to work, not to avoid punishment or comply with some rule. In our Incident and Injury-Free workplace, people know that working at risk jeopardizes everything and everyone they care for and value. We agree to coach each other in the promotion of safe work behavior, out of care and concern, without threat or personal affront. A person working at risk will not be considered a confrontation to avoid, but as an opportunity to share concern, build a relationship and grow our safety culture.



Incident and Injury-Free is about creating a future once believed impossible. It requires courage, trust and strong personal and organizational commitment. We will hold ourselves responsible not just for our own safety and wellbeing, but for that of everyone around us. We will all develop a mindset intolerant of any incidents or injuries no matter how minor or infrequent.

Our staff routinely conduct their work at public facilities where while normal activities are being conducted. Our teams are aware of the specific need to keep both the public and building tenants safe. **Our project managers use safety precautions to assure that everyone goes home safely each day.**

In addition, Terracon has enhanced our safety protocols related to COVID challenges, equipping our personnel with resources both in personal protective equipment, procedures and awareness to protect themselves, clients and their families. We will work with your members to insure our activities are performed safely at all times.



Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries and accidents will not be viewed as problems to make go away, but as opportunities to strengthen Incident and Injury-Free.

Section A Firm Information

AVAILABILITY AND COMMITMENT

Recognizing the importance of the availability and commitment of the firm, our principles, and our key professionals assigned to this program, our teams includes a sufficient number of experienced personnel to handle multiple project workloads and performance schedules.

Terracon's professionals assigned to each project are with reporting an interfacing with our client's staff. They each have the capacity to complete a project in the required time and have the strong leadership needed to accomplish the project tasks. Our past success is based on demonstrated leadership capabilities, and the ability to manage resources for a successful project. We have developed the expertise, resources, technical capabilities, and tracking systems to ensure completion of assignments on schedule and within budget.

When interfacing with the client and other project consultants we welcome periodic management meetings with your Project Manager or their representative to review project progress, obtain performance feedback, and anticipate adjustments necessary to support scheduling demands. This is an integral on-going activity, designed to modify the approach as work progresses, to support the project team in maintaining schedule and cost, and reacting to actual site and field conditions due to weather or other concerns.

Our system of open lines of communication and establishment of timelines prior to and during performance of the work allows Terracon to complete our assignments for our client's on time and within budget. Our project managers stay in communication with our clients about project status. They have the personnel resources to apply additional staff to projects to maintain critical schedules. Terracon prides itself on working with the client to stay ahead of proposed schedules while protecting the owner's interest.



Terracon's professionals can begin coordinating assignments with TIPS members immediately upon notice to proceed. Our project staffing requirements are very dynamic and we have adequate field and support personnel to service multiple projects simultaneously. We expect staff to be consistent and committed until completion of our field assessment activities to maintain continuity and data quality.



Section B
Relevant Project Experience



Section B Relevant Project Experience

Terracon's team provides services on thousands of projects each year. Our culture, systems, and structure enable us to excel at both small and large projects. By combining our local, regional, and national expertise and resources, we consistently overcome obstacles and deliver the results our clients expect.

Since 1998 our project team of professionals have provided various facilities consulting services for a range of K-12, College/University, City/Governmental, water and fire district projects. Terracon's professionals have developed relationships with contractors, subcontractors, architects, and developers throughout the nation who primarily work with these types of facility projects. These relationships are an asset to TIPS members because:

- They are built on successfully completed projects.
- They show our longstanding tenure in the region and nationwide
- They are based on our quality work product.
- They show that our professionals have specialized expertise in these types of services
- They define our experience with similar projects.

Following this page are project profiles of similar type projects that include new construction, facility expansion, and renovation. These projects are a representative overview of our team's capability to provide Facility Condition Assessment and Roof Assessment services for your members projects.

We provide services for projects of all sizes. We are able to respond just as efficiently too small to medium size to projects as to extremely large projects. We are available to assist TIPS members with projects of any size. Terracon prides itself on providing quality professional services and will make sure the project is completed successfully if it is small or large.

One of Terracon's clients defined a consultant as "someone who provides professional advice to improve a given condition." Another client remarked "we use Terracon because you give us your opinion and don't just tell us what you think we want to hear."





City of Dallas, Water Utilities Department

Terracon provided the Dallas Water Utilities (DWU) with a review of the existing conditions of select roof and MEP systems at all of their 275 facilities. The initial focus was to determine and confirm repair and replacement recommendations and costs. After the scope was decided upon remedial roof and MEP repair/replacement design drawing and project manual specification sections were produced for permitting, bidding, and construction. More than 700 HVAC and associated electrical and plumbing systems were replaced as part of Phase 1 and approximately 500 MEP systems will be replaced in Phase 2. The facilities included office, service center, waste water treatment plant, domestic water treatment plant, and pumping station buildings. Plant facilities typically required corrosion and explosion resistant MEP components due to chemicals utilized at the sites including stainless steel HVAC and electrical equipment.

Terracon performed field assessments over a three-month period on buildings determined by DWU to be included in the initial round of capital improvements. Information was obtained through visual observations of the exterior and interior conditions. A report was generated for each roof and HVAC system and included information existing conditions and deficiencies observed. Terracon utilized the client's existing software database to store and organize the extensive amount of data that was collected. A final report was delivered to the City summarizing our findings supported by the collected data. This led to development of the remedial design for repairs and replacements of more than HVAC and associated electrical and plumbing systems as planned under the City's capital improvement program.

After completion of the first round of roof and HVAC and associated electrical and plumbing systems upgrades related to the DWU capital improvement program, Terracon was selected to conduct a system-wide Facilities Condition Assessment for all building roofing and HVAC and associated electrical and plumbing systems extending to more than 275 buildings as a second phase of work. The project includes assessment of approximately 1.25 million square feet of roofing and over 3,500 HVAC-related units.

Our work included visual field assessment, data collection, data assimilation, database loading, condition ranking assignment, remedial forecasting, cost estimating and capital planning summaries. The outcome provided the City with a baseline knowledge of conditions for roofing and HVAC building systems. This knowledge is being used to support a second round of capital planning and budget forecast of emergency remedial design for repairs and replacements of an additional HVAC system and enhances planning and decision-making for future upgrades. Terracon's diverse qualifications and understanding of client needs provided continuity to the Client's ongoing asset management program for roofing and MEP assets on their critical buildings.

Client:

Dallas Water Utilities
1500 Marilla, 4A South
Dallas, Texas 75201
Ms. Sandra Kindler
(214) 671-9540
sandra.kindler@dallascityhall.com

Facility Portfolio:

- Phase I – 110 Buildings, 350,000 SF of roofing, 622 HVAC units
- Phase II – 275 Buildings, 1.25 MSF of roofing, 3,500 HVAC units

Performance Dates:

- October 2017 - Present

Scope of Work Highlights:

- Roof and MEP Condition Assessments
- Repair/Replacement Recommendations
- Cost Estimating
- Electronic data reporting
- Capital Planning
- Remedial Design
- Construction Documents



University Hospitals Authority & Trust

Terracon conducted a Facility Condition Assessment and provided data for architectural, structural, mechanical, electrical, and plumbing systems for The University Hospital Authority & Trust (UHAT). Data was provided using Paragon software whose license was turned over to UHAT for their ownership and continued maintenance of the data collected.

Terracon provided skilled assessors to inspect 1.4M+ square feet within 8 buildings on the Oklahoma City location. This was performed with 10 days in the field followed by two weeks of estimating and data quality review. Buildings included administration and health care facilities.

The condition assessment scope included site visits, limited interviews with property management personnel, as well as a review of readily accessible construction documents provided by the client. Team members observed building exterior, roofing, building structure, interior finishes, mechanical, electrical and plumbing systems, life safety/fire protection systems and elevators. The components were evaluated to determine their individual life cycle based on age and present condition. Historical background information on installation dates, overhauls, and major maintenance/breakdowns were utilized to identify the appropriate component renewal plan through a life cycle analysis.

The assessments identified the repair, and replacement requirements of systems and components. Each area was evaluated to determine if there was sufficient evidence to warrant complete replacement of the system, or if repairing only portions of the system was sufficient. The renewal cost for components were computed and identified by year of required renewal. Items considered urgent (endangering life and/or property, code compliance) were included as an Immediate replacement need and the Client was also immediately notified.

Data was made available in Paragon as well as written summary format. An extensive quality assessment was performed to ensure accuracy and conformance of data. In addition, photos taken in the field were provided to the client along with notes documenting changes to the clients provided drawings and documentation.

All inventory and condition data are now owned and maintained by the Client, who has full access to all data collected and trained by Terracon personnel in its use. The client intends to utilize this data to develop maintenance and capital budgets, forecast and plan capital renewal projects, inform capital expenditure decisions, track their deferred maintenance list, and provide much needed inventory data to populate their computer maintenance management system.

Client:
University Hospitals
Authority & Trust

Facility Portfolio:

- 8-Facilities
- 1.4M SF Facility Floor Area

Performance Dates:

- 2019

Scope of Work Highlights:

- Condition Assessment Cost Estimating
- Repair and Replacement Forecasting Reporting
- Building Description Report and Photo Log
- Documentation & Drawing Notes Software and analysis training



Lewisville ISD

Terracon performed structural condition assessment of various LISD assets such as; athletic light poles, interior and exterior bleachers, and band towers identified by LISD. The structural condition assessment included, but not limited to, examining the quality of welds, condition of base plates, anchor bolts, nuts, concrete piers/pedestals, base plate grout, condition of coating system, proper allowance for drainage of accumulated moisture from the pole interior, and visible corrosion or deterioration of the overall condition of the light poles. Terracon collected and documented the following information through visual examination and/or non-destructive testing. Terracon also prepared the remedial design solutions when needed.

Terracon used ESRI ArcGIS Collector desktop/mobile application to populate preliminary inventory based on LISDs information and collect information for the on-site structural condition assessment. The assessments were logged as unique records in the database, which were related through a database relationship to the asset features. This approach allowed for multiple structural assessments of a given asset (such as periodic assessments or maintenance updates) without overwriting previous structural assessment reports. Each structural assessment is related back to the asset feature, such that the assessments are accessible through the web mapping application interface or through a tabular summary of the assets. One or more photographs of each asset were included to the asset record to supplement the condition assessment observations.

Client:

Lewisville Independent
School District
1565 W. Main Street
Lewisville, TX 75067
Mr. Shawn Barr, CTSBO
(469) 948-7841
barrs@lisd.net

Performance Dates:

2018 - 2019

Scope of Work Highlights:

- Structural Condition Assessment

Brownsville Public Utilities Administration Building

Terracon is currently conducting a Facility Condition Assessment (FCA) of a 38,000 sq. ft. two-story office building that has a mechanical penthouse, a one-story steel framed with brick veneer pump house and a 4-lane bank style drive through.

The purpose of the project is to gather information for the Brownsville Public Utilities Board's staff to better understand the condition of its facility, prioritize maintenance, repairs and replacement of building systems, and have budgetary cost information projections to assist in funding future projects.

The condition assessment scope includes site visits, limited interviews with property management personnel, as well as a review of readily accessible construction documents provided by the client. Team members will observe building exterior, roofing, building structure, interior finishes, mechanical, electrical and plumbing systems, life safety/fire protection systems and elevators. The components are evaluated to determine their individual life cycle based on age and present condition. Historical background information on installation dates, overhauls, and major maintenance/breakdowns were utilized to identify the appropriate component renewal plan through a life cycle analysis.

Terracon is utilizing a cloud-based software product called Paragon to support the data collection, analysis and reporting for this project. Field data was collected using the Paragon DC application on iPads. Data will be organized in general accordance with ASTM E1557-09, Standard Classification for Building Elements and Related Sitework-UNIFORMAT II.



Client:

ERO Architects
300 S. 8th Street
McAllen, TX 78501-2721
Mr. Brian Godinez, Principal
(956) 661-0400
bgodinez@goero.com

Performance Dates:

Ongoing

Scope of Work Highlights:

- Inventory of facility and site infrastructure components
- Condition Assessment
- Repair and Replacement Forecasting
- Software Deployment

Mercedes Police Department

Terracon is performed a Facility Condition Assessment (FCA) of the currently vacant police station as the City of Mercedes is considering options for renovation or replacement of the building. The purpose of the project is to provide the City with a better understanding of the facility's condition as well as identifying items for repair or replacement.

The condition assessment scope includes site visits to assess the condition of the building exterior, roofing, interior architectural finishes, mechanical system, electrical systems, plumbing systems, and fire protection systems. The components are evaluated to determine their individual life cycle based on age and present condition. A limited local agency review will be conducted to determine if the facility is in the general conformance with governing municipal zoning and building codes.



Client:

ERO Architects
300 S. 8th Street
McAllen, TX 78501
Mr. Brian Godinez, Principal
(956) 661-0400
bgodinez@goero.com

Performance Dates:

2020

Scope of Work Highlights:

- Inventory of facility and site infrastructure components
- Condition Assessment
- Repair and Replacement Forecasting

San Antonio Housing Authority

Terracon is currently performing a Physical Needs Assessment (PNA) of 109 properties within the San Antonio Housing Authority (SAHA) real estate portfolio. HUD requires that Public Housing Authorities (PHAs) conduct a PNA every five years. The primary purpose of conducting a PNA is to enable PHAs to better assess capital needs of their portfolios and to facilitate effective short term and long-term capital planning which will preserve existing Public Housing (PH) units.

The goal of this project is to provide SAHA management staff with an understanding of the current conditions of facilities and to specifically identify and quantify facility conditions in terms of deferred maintenance requirements and future capital renewal requirements over a 20 year future forecast. The building systems being assessed as part of this project include the building envelope; Mechanical, Electrical, Plumbing (MEP) to include boilers and chillers; elevators, structural, civil, architectural finishes, fire protection/life safety, and accessibility/ADA.

The deliverables will classify, rank and prioritize information concerning deficient conditions and associated correction projects, building systems, and deficiency classifications by severity and anticipated lifecycle. The work will support the development of a long-term financial planning process that protects the value of SAHA's facility assets. The financial plan shall include forecasts of the estimated capital investments required to address both cyclical renewal needs and non-cyclical repairs and restoration.

The PNA covers a 20-year projection of capital repairs/replacements based on Estimated Useful Life (EUL), and the Estimated Remaining Life (ERL) of unit, building, common areas, and amenities at each site. The projected costs will be based on current cost for replacement plus an annual inflation factor of 3% per year.

Terracon is using a software program called Paragon together with its field data collection application called Paragon Data Collector (DC) to store, analyze and report data collected as part of the PNA. Field data collection is accomplished in Paragon through an application called Paragon Data Collector "Paragon DC" that lets authorized users access, edit and add Asset, Inventory and Work Item information in the field. Paragon DC runs on an iPad. The iPad app allows assessors to collect data from the field without requiring an internet connection and synchronizes the data with the Paragon web application when the assessor connects to the internet at the end of the business day.

After we submit final deliverables, we will transfer our subscription to Paragon to SAHA to serve as their database containing all assessment data, cost estimates and other applicable information. This software will serve as the single repository for all assessment-related information collected and generated by Terracon during the performance of the work, as well as data modifications and updates made by SAHA to support their on-going analyses and reporting requirements.

The schedule for this project was extended beyond what was originally intended based on initial delays in obtaining background information describing the names, IDs, sizes, and ages of the assets included in the inventory. Due to COVID-19 restrictions, Terracon was also required to split the field work into two phases, assessing exterior building elements first.

Client:

San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204
Mr. Thomas Roth, Director of
Asset Management
(210) 477-6276
thomas_roth@saha.org

Facility Portfolio:

- 109 Properties
- 2868 Apartment Buildings, 190 Common Area Buildings, 7 Commercial Buildings, and 7 Single Family Dwellings
- 8536 Dwelling Units (10% Inspected)
- 7,966,915 GSF Building Area

Performance Dates:

Pilot Studies Start September 2018
Interim Reports provided throughout project
Proposed Completion 2021

Scope Of Work Highlights:

- Building and site component inventory
- Condition Assessment
- Work Item creation
- Cost Estimating
- Work Packaging
- Work Prioritization
- Budget Development
- Repair and Replacement Forecasting
- Reporting





University of Texas Rio Grande Valley (UTRGV)

Terracon provided consulting services for a roof assessment for the Science Building at the University of Texas, Rio Grande Valley Edinburg Campus. The assessment of the existing roof systems was completed to collect necessary data to provide roof repair/roof replacement recommendations.

As part of the roof assessment, Terracon performed the following scope of services:

- Review available as built drawings, specifications and warranties of the subject roof system. We also discussed the disposition of the roofing systems with building maintenance personnel that are familiar with them to gain a better understanding of the maintenance that has been performed, and the location and extent of problem areas to help determine roof specific issues or needs.
- Observe and document the condition of the roof membrane, roof flashing, and roof-top mechanical equipment supports and penetrations.
- Observe where accessible, the underside of the existing structural roof deck to verify construction type and general condition. In addition, Terracon will observe the type of tenant occupancy and operations, if any, to determine if any of the interior spaces may be affected by the reroofing activities.
- Observe roof drainage characteristics including roof slope, condition and locations of roof drains, scuppers, gutters or downspouts.
- Roof test cuts were taken at each roof section to determine roof composition and subsurface conditions.
- Following completion of the above services, Terracon discussed our findings with the Client. Following this discussion, the findings and recommendations derived from our activities were presented in a letter report. The report included a description of our field activities, results of our observations and coring, photographs of unique or notable conditions, a roof plan identifying the locations of anomalies identified by the roof cores, options for remedial repairs/replacement, and opinions of probable construction costs.
- Following completion of our roof assessment and discussion with our Client, Terracon has been asked to provide a proposal for rood design services.

Client:

University of Texas
Rio Grande Valley
1200 W. University Drive
Edinburg, TX 78541
Mr. Gerardo Rodriguez, Jr. AIA
(956) 665-2770
Gerardo.rodriguez@utrgv.edu

Performance Dates:

- 2019 - Present

Scope Of Work Highlights:

- Roof Assessments
- Roof design



Texas City ISD – District-Wide Roof Assessment

Terracon performed roof condition assessments on multiple buildings and campuses throughout the district. Most of the buildings that were part of the assessment consisted of low slope and metal roof systems. The following buildings were included in our scope of work.

- Simpson Education Support Center
- Calvin Vincent Early Childhood Center
- Heights Elementary and Old Heights Pre-K
- Kohfeldt Elementary
- Roosevelt Wilson Elementary
- Levi Fry Intermediate
- Blocker Middle School Main and Back Gym
- La Marque High School Competition Gym and ROTC Bldg.
- Texas City High School Field House
- Industrial Trades Center ITC Gym
- Woodrow Wilson Alternative Campus
- TCISD Technology Center

Terracon's scope of services included:

Visual observations of the roof systems were performed to assess the general physical condition and to identify any noticeable deficiencies in the roof systems. Test cuts were performed to identify components of the roof assembly. The assessments included interviews with key personnel on each campus and the review of existing construction documents and maintenance records. The roof condition assessment reports include a summary of existing conditions with photographs, recommendations for maintenance or repairs and replacement, and budget pricing for each project along with a recommended timeline for repairs or replacement.

Client:

IBI Group Architects
455 East Medical Center Blvd.
Suite 500
Webster, TX 77598
Mr. Robert Trabanino
(813) 990-1242
Robert.trabanino@ibigroup.com

Performance Dates:

- 2019

Scope Of Work Highlights:

- Roof condition assessments
- Low slope and metal roof systems
- Assessment reports with photos
- Provide budget pricing for repairs



Dallas ISD – 21 Campuses

Terracon provided roof construction monitoring services for the Dallas Independent School District (DISD) 2008 Bond Program on 21 DISD campuses. Terracon's projects involved replacing existing roof systems. The scope of work on all projects was as described below:

- Review available drawings, specifications, shop drawings and documentation related to the existing and new roof system construction.
- Attend Pre-Roofing Conference. Submit record of meeting to Owner.
- Periodic monitoring of proposed roof work.
 - Observe the progress and quality of the work as is reasonably necessary at the stage of construction to determine that it is proceeding in general accordance with the construction documents. Notify the Owner as soon as possible if, in Terracon's project manager's opinion, work does not conform to the contract documents or if it requires additional special inspection or testing.
 - Monitor the construction schedule and report to the owner conditions that may cause delays in completion of the project.
 - Observe the contractor's record drawings at intervals appropriate to the stage of construction and notify the Owner of any apparent failure by the contractor to maintain up-to-date "As Built Drawings".
 - Prepare field reports with photos for each site visit to include the project activities related to the roofing activities, weather conditions at the time of the observations, nature and location of work being performed, and verbal instructions or interpretations provided to the contractor. Submittal in electronic format
- Roof observation at Substantial Completion including generation of Punch List with photos of Punch List items all to be included in electronic report submittal to Owner.
- Follow up roof observations as required to verify satisfactory completion of all Punch List items performed per protocol in No. 3 above.
- Final Report of Punch List Items

Client:

Dallas ISD
3801 Herschel Ave.
Dallas, TX 75219
Mr. Michael Smith
(972) 925-5231

Performance Dates:

- 2010 - 2015

Scope Of Work Highlights:

- Roofing Construction Monitoring
- Roof Observations



University of North Texas System Visual Arts Building

Terracon conducted roof consulting services for the replacement of a 20-30 year old roof. The building includes 335,400 square feet of studio, classroom and office space and the roof area is 40,000 square feet. Terracon also performed services related to this project, including; Phase I: Design Development and Phase II: Roof Design Services. The remainder of the scope consisted of additional roof drainage design, construction administration, and quality assurance construction monitoring of recommended remedial repairs or replacement.

Client:

University of North Texas System
1901 Main St, Dallas, TX 75201
Jeannine Vail, RA, NCARB, LEED
(940) 565-3785
Jeannine.vail@untsystem.edu

Performance Dates:

2017

Scope Of Work Highlights:

Roofing Assessment

Fort Worth ISD – Various Campuses

Terracon conducted roof consulting services for additions to the existing roofs at South Hills High School and Wedgewood 6th Grade Center.

Our roof assessment included reviewing available drawings, specifications, documentation, and observation of the completed work to determine that the work performed, on the Low-sloped roof conformed in general conformance to the construction documents provided to Terracon.

Terracon also provided Construction Document (CD) review of the current roofing system located at Arlington Heights High School.

The purpose of this review was to generally identify potential matters that may adversely affect the durability of the roof systems and to make general recommendations to improve the roofing system design.

The scope of work for the roof portions of the project were related to steep and low-sloped roof areas. Terracon's review included the roof systems, roof drainage systems, and joint sealant.

**Client:**

AECOM/Fort Worth ISD
LaKeisha Fields
(817) 815 9750
LaKeisha.Fields@fwisd.org

Performance Dates:

2016 - 2017

Scope Of Work Highlights:

- Roofing Assessment
- Construction Document Review



Houston ISD – The Young Women’s College Preparatory

Terracon maintains two IDIQ agreements with HISD; one for roofing inspection services and one for architectural/engineering services. Most recently, Terracon has been engaged under our agreements to provide enclosure consulting services at two of HISD’s historic campuses: The Young Women’s College Preparatory Academy (YWCPA), and the Northside High School.

The three-story YWCPA was reportedly constructed in 1925 and consists of approximately 106,000-square feet of floor area with below-grade levels. The façade assembly had long been plagued with significant water infiltration at multiple locations. Terracon provided a visual observation supplemented with diagnostic water testing, and identified that in addition to significant mortar deterioration at the unit masonry façade, a history of prior reroofing projects had failed to properly integrate the through-wall scuppers and historic downspouts. Terracon developed a phase restoration program that has restored the serviceability of the most affected areas in the building.

Northside High School was reportedly constructed in 1928 and recently received a new addition, major interior renovations of the original portions of the building, and a new roof system. Minor repairs were performed on the masonry façade of the building. We understand that isolated classrooms and areas of the roof system have experienced water infiltration since 2018. Multiple investigations regarding the deteriorating effects of these reported water infiltration events have been conducted by other firms. Terracon’s investigation identified multiple deficiencies with the design and execution of a recent reroofing project, identifying discontinuities in the roofing terminations at the historic parapet and saturated insulation at multiple locations of the new roof assembly. Terracon expects to provide a formal peer review of the prior repair design and develop repairs for the roof areas experiencing water infiltration.

Terracon has become a trusted consultant of HISD due to our significant experience with the repair and renovation of historic building assemblies.

Client:

Houston Independent
School District
228 McCarty Drive
Houston, Texas 77027
Mr. Marcus Sheppard
Senior Manager, Special Projects
and Contract Administration
(713) 556-9251
msheppa2@houstonisd.org

Performance Dates:

- 2017 - 2019

Scope Of Work Highlights:

- Roof condition assessments
- Building enclosure consulting



Katy ISD – Jenks and Bethke Elementary Schools

Multiple points of water infiltration were observed at two recently completed elementary schools following significant rain events. The school district, design team and general contractor had difficulty identifying the issues leading to water infiltration and agreeing to the proper scope of repairs. Terracon provided building enclosure consulting services to diagnostically test and observe the nature of water infiltration, and provided repair detail review services as well as repair observations.

As owner's representative, Terracon provided significant value by lending our expertise towards the diagnosis of water infiltration issues together with our knowledge of building enclosure assemblies and our experience in dealing with project stakeholders to identify the causes, responsibilities, and equitable solutions towards resolving current and future issues. The nature of our services morphed into an on-call role where Terracon was asked to respond and provide site visits when needed.

Our services included document review and visual observations during diagnostic water testing in order to determine areas of water infiltration. After observing water infiltration, Terracon provided site observations during the repair process

Client:

Katy Independent
School District
6301 S. Stadium Lane
Katy, TX 77494
Ms. Elisabeth Kassman
(281) 396-2309
elisabethakassman@katyisd.org

Performance Dates:

- 2019 - 2020

Scope Of Work Highlights:

- Building enclosure consulting



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RFP 210602 Consulting and other Related Services

Terracon



Garland ISD, Various Schools

Garland ISD requested our services to conduct a review of the general compliance with United States Environmental Protection Administration's (EPA) requirements, EPA Regulation 40 CFR Part 82, Subpart F, for the management and documentation of refrigerant purchases and usage at the Client's facilities.

Garland ISD owns and operates educational, food preparation, and administrative facilities. The facilities utilize direct expansion (DX) refrigeration in packaged and split cooling systems; air and water cooled chillers; and walk-in coolers and freezers in these facilities. Garland ISD owns and operates approximately 50,000-pieces of equipment that utilize refrigerants for comfort cooling and for food storage. The systems reportedly utilize common refrigerants such as R-22, R-410a, R-134a, and R-407C.

Terracon provided a field assessment and review of the general compliance with the United States EPA's requirements for the management and documentation of refrigerant purchases and usage at the Client's educational, food preparation, and administrative facilities. Terracon utilized the requirements of EPA section 40 CFR Part 82, Subpart F in our assessment and review and also referenced standards and building codes, as required.

Terracon observed the refrigerant re-claim, handling, charging, and storage methods at the Client's facilities. We observed records of repairs and replacement of refrigerant for various pieces of equipment and reviewed the history of repairs of the equipment and records available on refrigerant that has been replaced or added. Terracon provided a written Report including observations, conclusions and recommendations, with supporting documents.

Client:

Garland Independent
School District
501 S. Jupiter
Garland, TX 75042
Mr. Gilbert Prado
(972) 487-3969
GOPrado@GarlandISD.net

Performance Dates:

2017

Scope of Work Highlights:

- Mechanical, Electrical, Plumbing (MEP) assessment

**Client:**

Houston Independent
School District
228 McCarty Drive
Houston, Texas 77027
Mr. Marcus Sheppard
Senior Manager, Special Projects
and Contract Administration
(713) 556-9251
msheppa2@houstonisd.org

Performance Dates:

2015 - 2019

Scope of Work Highlights:

- Mechanical, Electrical, Plumbing (MEP) assessment, design, construction documents, construction administration

Houston ISD, Heights High School

Terracon's Facilities Services has been involved in the investigation, planning, design, and construction for remedial repairs to the crawl space, basement and sub-basement of Heights High School. Our team provided Mechanical, Plumbing and related Electrical Assessment, Design, Construction Documents, and Construction Administration Services on the remedial project.

Heights High School is located at 413 East 13th Street in Houston, Texas. The school was originally constructed in the 1920s and has received various additions and renovations dated most recently in 2004. Heights High School is a registered Historical Building with the State of Texas. The existing building has a basement area used as classroom and office space. A lower level sub-basement is provided for storage and is accessed by an elevator and stairways. HISD personnel have experienced storm and ground water infiltration at the basement and sub-basement levels routinely. HISD informed Terracon that sources of storm and ground water infiltration have been observed in the exterior walls, floors, and crawl space of the basement and sub-basement. The basement structure is cast-in-place concrete and previously included an indoor swimming pool. The swimming pool has been abandoned and backfilled. Reportedly, storm and ground water infiltration has been an ongoing problem and damage to finishes on the basement levels.

MEP Assessment and Design Services

Site visits by Terracon's MEP team were performed along with representatives of HISD to obtain information related to developing the MEP design. Terracon utilized existing drawings and documentation provided by HISD to develop MEP drawings and specifications for costing by qualified renovation contractors. The design included dewatering piping and pumps, related normal and back-up electrical service for the pumps, floor drainage piping for basement and sub-basement floor and connection to dewatering pumps, alteration to existing drainage and connection of piping from the adjacent crawl space to an existing building sump, and ventilation improvements to the sub-basement. Terracon provided sealed MEP drawings and specifications for bidding and permitting by the City of Houston by qualified renovation contractors.

MEP Construction Administration Services

Terracon provided remediation drawings and specifications to HISD to assemble a contractor's bid package. Terracon conducted a pre-proposal meeting on-site with the qualified contractors and reviewed the scope and extent of the MEP remedial work. Terracon reviewed the contractor bids and tabulated them for HISD's consideration.

MEP Construction Management Services

Terracon reviewed contractor's submittals and shop drawings for conformance with the construction documents and project specifications, addressed RFIs, and responded to questions raised during remediation. Field observations of the progress of construction were performed on a periodic basis during installation of the MEP scope of work to determine if the installation were in general conformance with the project documents and addressed field conditions that may not have been addressed within the construction documents. Site visits during remediation included observations of the work for general compliance with the permitted drawings and specifications with field reports of apparent construction deficiencies. Limited commissioning services were performed including witnessing of startup of the MEP equipment for functionality and preparing close out documents for HISD. We conducted follow-up visits during the commissioning process to help resolve problems encountered during start-up and operation of the MEP systems.



Van Vleck ISD, Van Vleck High School and Middle School

Terracon was selected as the lead Commissioning Authority (CA) for the construction of a new high school and middle school adjoining existing Van Vleck administration buildings. The schools totaled approximately 163,546-square feet of gross building area. The schools were constructed on new, previously undeveloped sites within the Van Vleck Independent School District (VVISD). Terracon provided Commissioning of the mechanical, electrical, and plumbing (MEP) systems including administrative and technical support to the project team and developed commissioning documentation for the project per the adopted 2015 International Energy Code (IECC). Systems commissioned include the central chiller and boiler plants, mechanical HVAC systems, electrical systems, lighting systems, plumbing systems, automatic HVAC and lighting controls, and building automation control system.

The scope of work being accomplished by the Commissioning Authority includes:

- Review of the Owners Project Requirements (OPR)
- Review of the Basis of Design (BOD)
- Development of the Commissioning Plan
- Developing field checklists for the mechanical HVAC, electrical, and plumbing contractors to complete and for the CA's review and inclusion in the Commissioning report.
- Providing peer reviews of the 100-percent design and permit documents
- Integration of commissioning process into the construction phase including functional testing of systems to verify system performance
- Attending construction meetings
- Construction phase site visits to verify on-going compliance with the project drawings and specifications by installing contractors
- Verification of system installation and performance per construction documents
- Overseeing owner's training per the specifications
- Providing the final Commissioning Report

Client:

Van Vleck Independent
School District
142 S Fourth Street
Van Vleck, Texas TX 77482
Mr. Timothy L. Richard, A.I.A.
(832) 267-5439
tim.richard@skanska.com

Performance Dates:

February 2019 – August 2021

Scope of Work Highlights:

- Commissioning



Spring ISD, Dekaney 9th Grade Center

Terracon was selected as the lead Commissioning Authority (CA) for the construction of a new 9th grade center adjoining the existing Dekaney High School. The school totaled approximately 140,000-square feet of gross building area. The school was constructed on new, previously undeveloped site within the Spring Independent School District (SISD). Terracon provided Commissioning of the mechanical, electrical, and plumbing (MEP) systems including administrative and technical support to the project team and developed commissioning documentation for the project per the adopted 2015 International Energy Code (IECC). Systems commissioned include the central chiller and boiler plants, mechanical HVAC systems, electrical systems, lighting systems, plumbing systems, automatic HVAC and lighting controls, and building automation control system.

The scope of work being accomplished by the Commissioning Authority includes:

- Review of the Owners Project Requirements (OPR)
- Review of the Basis of Design (BOD)
- Development of the Commissioning Plan
- Developing field checklists for the mechanical HVAC, electrical, and plumbing contractors to complete and for the CA's review and inclusion in the Commissioning report.
- Providing peer reviews of the 100-percent design and permit documents
- Integration of commissioning process into the construction phase including functional testing of systems to verify system performance
- Attending construction meetings
- Construction phase site visits to verify on-going compliance with the project drawings and specifications by installing contractors
- Verification of system installation and performance per construction documents
- Overseeing owner's training per the specifications
- Providing the final Commissioning Report

Client:

Spring Independent School District
16717 Ella Blvd.
Houston, TX 77090
Mr. Darrell Turner
281-891-6159, ext. 6356
dturner@springisd.org

Performance Dates:

October 2019 – November 2020

Scope of Work Highlights:

- Commissioning



Section C
Resources, Expertise,
and Knowledge




Section C
Resources, Expertise, and Knowledge

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MORE RESOURCES: TIPS members needs are perfectly aligned with Terracon’s facilities consulting group core services. We have the most well credentialed, experienced, and qualified team of professionals available from one company.

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 Terracon Offices located in Texas, Oklahoma, and Louisiana



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RFP 210602 Consulting and other Related Services



Section C Resources, Expertise, and Knowledge

MORE EXPERTISE: Terracon knows how to complete various types of assessments on multiple facilities efficiently and effectively so your members can accurately plan for the future of their building inventory. Over 90 percent of our business is focused on existing facilities. Every day we assess facility structures and systems, recognize their design and installation faults, their ill-advised maintenance adjustments, change in use, absence of preventative maintenance, and end of life cycle performance.

TIPS members will benefit from Terracon's various assessments of thousands of facilities across the country and can be assured, through Terracon's findings and forecasts, that you can make concrete decisions on the future of your building asset.

MORE KNOWLEDGE: Terracon's experience brings a wealth of knowledge to complete your scope of work on each project. Terracon's ability to both assess and design remedial solutions for our findings brings a higher level of understanding and expertise to provide you with a plan to optimize facility performance under a fiscally responsible program.

Terracon's consultants have extensive experience determining why failures or distresses occur, identifying the most cost-effective solutions, and predicting future performance. Terracon's professionals bring the right mix of technical knowledge, flexibility, and reliability in conducting various types of assessments. They will be able to provide your members with timely deliverables and recommendations in a well written, condensed, easy to read report.



In order to effectively deliver success to our clients, we strive to be:

Responsive

- We act quickly to deliver practical solutions on time to avoid delays, surprises, and costly mistakes down the road.
- Drawing upon our nationwide resources, we can quickly mobilize to support changes in workload and project demands.

Resourceful

- We apply new processes, methodologies, and techniques to solve project challenges cost-effectively.

Reliable

- We deliver consistent quality on every project through our collaborative approach and ability to share resources and information.