

TIPS VENDOR AGREEMENT

Between Sebesta, Inc. dba NV5 and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 221004 Commissioning and Testing for Facility Systems

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. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed upon at that time.

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 contract, agreement, or 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. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

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, where permitted by TIPS.

Disclosures

- Vendor and TIPS affirm that they, or any authorized employees or agents, have not given, offered to give, nor intend 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 three years with an option for renewal for an additional one 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 in writing. TIPS may or may not exercise some or all of the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer some

or all of 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: *In this example, if the anticipated “Award Date” published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022, the end date of the resulting initial “three-year” term, (which is subject to an extension(s)) will still be May 31, 2025 for purposes of this example.*

“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 three years.

Example: *In this example, if the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original three-year term shall be May 31, 2025 for purposes of this example.*

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

Example Following the Previous Example: *In this example, if TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 unless otherwise specified.*

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 Vendor’s TIPS Contract number, 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 and vendor proposal. 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 properly report or 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.

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 Vendors Contract Information

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 as the law allows.

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, reserve 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 SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES 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 tips@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 221004 Commissioning and Testing for Facility Systems

Company Name Sebesta, Inc. dba NV5

Address 1701 Directors Boulevard, Suite 420

City Austin State TX Zip 78744

Phone 512.377.1759 Fax N/A

Email of Authorized Representative Alex.Gonzales@NV5.com

Name of Authorized Representative Alex Gonzales, PE, CxA, LEED AP

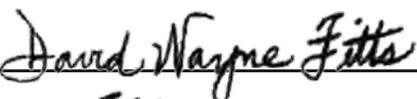
Title Director, Southwest Region

Signature of Authorized Representative 

Date 12/15/22

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1/26/2023



221004 Addendum 1 Sebesta, Inc. dba NV5 Supplier Response

Event Information

Number: 221004 Addendum 1
Title: Commissioning and Testing Services for Facility Systems
Type: Request for Proposal
Issue Date: 10/6/2022
Deadline: 12/15/2022 03:00 PM (CT)
Notes:

IF YOU CURRENTLY HOLD TIPS CONTRACT 191101 Commissioning and Testing Services for Facility Systems ("191101"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR FACILITY COMMISSIONING/TESTING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 191101.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 191101 WHICH COVERS ALL OF YOUR FACILITY COMMISSIONING/TESTING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS CONTRACT UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

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

Sebesta, Inc. dba NV5 Information

Contact: Braden Whaley
Address: 1450 Energy Park Drive
Suite 300
St. Paul, MN 55108
Phone: (651) 634-0775
Email: braden.whaley@nv5.com
Web Address: www.nv5.com

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

Braden Whaley

Signature

Submitted at 12/15/2022 11:04:24 AM (CT)

Braden.Whaley@NV5.com

Email

Requested Attachments

Agreement Signature Form

221004 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

221004 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

221004 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

NV5_RFP 221004_121522.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

221004 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

221004 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

No response

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

NV5_pms301_RGB.png

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 Offeror.pdf

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

Disclosure of Lobbying Activities Standard Form LLL

Disclosure_of_Lobbying_Activities_Standard_Form_LLL.pdf

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

221004 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. PLEASE READ CAREFULLY AND FOLLOW THE INSTRUCTIONS. 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

W9 SEBESTA_NV5 11.2022.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	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
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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/>.
Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No
The Vendor can provide services and/or products to all 50 US States?

4 States Served:
If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

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.)

6 Primary Contact Name
Primary Contact Name

7 Primary Contact Title
Primary Contact Title

8 Primary Contact Email
Primary Contact Email

9 Primary Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

10 Primary Contact Fax
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Roger Monroe, CxA"/>
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1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Program Manager"/>
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1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="Roger.Monroe@NV5.com"/>
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1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5124173155"/>
----------------------	--

1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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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="Alex Gonzales, PE, CxA, LEED AP"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="Alex.Gonzales@NV5.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5123771759"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Alex Gonzales, PE, CxA, LEED AP"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="Alex.Gonzales@NV5.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5123771759"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.nv5.com"/>
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25	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="Sebesta, Inc. dba NV5"/>
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26	Primary Address Primary Address <input type="text" value="1701 Directors Blvd., Suite 420"/>
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27	Primary Address City Primary Address City <input type="text" value="Austin"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="78744"/>
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3
0 **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.)

Commissioning, Retro-Commissioning, Sustainability, Energy Performance

3
1 **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 or other funding 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, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

3
2 **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.

Yes

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Austin

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

TX

**3
5 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. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

**3
6 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**3
7 Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on 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.

38 TIPS Administration Fee

By submitting a proposal, Vendor agrees to remit to TIPS the required TIPS Administration Fee, as designated in the solicitation or as otherwise agreed in writing. If Authorized Resellers are named, Vendor agrees to guarantee remittance of the TIPS Administration fee by or for the Authorized Reseller. TIPS/ESC Region 8 is required by Texas Government Code Section 791 to be compensated for its work. Thus, submission of this proposal requires agreement to this term.

39 TIPS Administration Fee Paid by Vendor - Not Charged to Customer

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

40 Additional Discounts?

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

41 Years in Business as Proposing Company

Years in business as proposing company?

42 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).

43 Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4 **NON-COLLUSIVE BIDDING CERTIFICATE**

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

5 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 **Filing of Form CIQ**

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

4 **Regulatory Standing**

7 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 **Regulatory Standing**

8 Regulatory Standing explanation of no answer on previous question.

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.

50

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.

51

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.

Yes

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, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree 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
3 **2 CFR PART 200 Contract Provisions Explanation**

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

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 4 2 CFR PART 200 Contracts

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 5 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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

Does vendor agree?

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 \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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
9 **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?

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3 **2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor’s TIPS pricing and pricing terms proposed.

Does Vendor Agree?

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FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

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Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

6 **Certification Regarding Lobbying**

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

7 If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard Form 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 **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus**
8 **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.

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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

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Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

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

to these terms?

Yes, I Agree (Yes)

**7
1 Remedies**

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?

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2 Remedies Explanation of No Answer**

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3 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
4 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?

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5** **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?

Yes, I Agree

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6** **Infringement(s) Explanation of No Answer**

No response

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7** **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
8** **Payment Terms and Funding Out Clause**

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

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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.

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

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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.

8 **Texas Government Code 2270 & 2271 Verification Form**

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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.

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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)

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Solicitation Deviation/Compliance

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

Yes

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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.

No response

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Agreement Deviation/Compliance

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

Yes

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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.

No response

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8** **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.

A. Firm is a publicly held corporation.

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9** **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

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0** **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.

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1 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

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2 **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.

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3 **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.

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4 **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.

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5 **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
6 **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?

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7** **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.

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8** **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.

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9** **CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

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**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

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Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

TIPS RFP 221004 Commissioning and Testing for Facility Systems

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

REFERENCES

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

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Lewisville Independent School District, Texas	Julie Sands, AIA, LEED AP BD+C, PMP, Project Manager, Facility Services and Construction	SandsJ@lisd.net	469.948.7815

Required Confidential Information Status Form

Sebesta, Inc. dba NV5

Name of company

Alex Gonzales, PE, CxA, LEED AP, Director, Southwest Region

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

1701 Directors Boulevard, Suite 420 Austin TX 78744 512.377.1759

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 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 to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, 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, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

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 Alex Gonzales Digitally signed by Alex Gonzales Date: 2022.12.09 08:47:31 -06'00' Date 12/15/22

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

PROPOSAL
RFP 221004 COMMISSIONING AND TESTING FOR FACILITY SYSTEMS
DECEMBER 15, 2022

Prepared For:

THE INTERLOCAL PURCHASING SYSTEM

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686



N|V|5

1701 Directors Blvd.
Suite 420
Austin, TX 78744

PROPOSAL P57022-0007217.00

December 15, 2022



The Interlocal Purchasing System
TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686

**Re: Texas Region 8 Education Service Center (ESC)
RFP 221004 Commissioning and Testing for Facility Systems**

To Whom It May Concern:

Sebesta, Inc. dba NV5 (NV5) is pleased to submit our qualifications for the referenced solicitation. Throughout our 28-year history of assisting educational clients meet their facility goals, we have appreciated their dedication to the long-term operation of efficient facilities that meet the needs of thousands of end users each year. NV5 is a publicly traded consulting corporation who stands ready to deliver a return on your investment in professional services, including New and Existing Whole Building Commissioning.

Our commitment to Region 8 is personified through the selection of our team's leadership, all of whom have managed educational projects and bring their respective lessons learned for your benefit. Our extensive knowledge and understanding of these types of facilities and the commissioning process, allow us to bring real world experience and value to this contract.

Our commissioning portfolio includes new construction and addition/renovations for elementary, middle, and high schools, in addition to administrative, athletic, and performing arts facilities. We have delivered successful facility projects for both K-12 and higher educational clients throughout Texas inclusive of Lewisville Independent School District and Houston Independent School District, plus additional projects for Aurora Public Schools in Colorado.

Our regional operation is based in Austin and our project delivery team will support the Region from this location with supplemental resources from other Texas locations if needed. NV5 's expertise includes the coordination and scheduling of commissioning activities so that they do not interfere with daily facility functions, plus expedited schedule completion so that facilities are available for pre-programmed semester start and end dates. The two key goals of commissioning remain simple: deliver a building that operates per design intent and ensure its operators have the knowledge to keep it functioning at peak efficiency.

As requested in this procurement, NV5 routinely provides IECC building commissioning services in addition to LEED and customized commissioning (i.e. monitoring-based or ongoing) services for facilities and campuses. Energy efficiency is the foundation of our sensitivity to the environment. Our professional association memberships include the Building Commissioning Association, US Green Building Council, AABC ACG Commissioning Group, and the American Society of Heating, Refrigerating, and Air- Conditioning Engineers.

We are available to begin work immediately upon written authorization and have capacity to incorporate all Region projects in our current workload. We thank you for your consideration of our qualifications and look forward to the next step in the selection process. As an authorized officer of NV5, I will be happy to answer any questions you may have. You may contact me at 512.377.1759 or via e-mail at Alex.Gonzales@NV5.com.

Sincerely,

Sebesta, Inc. dba NV5

A handwritten signature in blue ink that reads 'Alex Gonzales'.

Alex Gonzales, PE, CxA, LEED AP
Principal-in-Charge

A handwritten signature in blue ink that reads 'Roger Monroe'.

Roger Monroe, CxA
Project Manager

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CLIENT REFERENCES

We have provided our most relevant client references in the “References Form” worksheet included with the solicitation for this opportunity.

NV5 takes pride in the commissioning scopes of work we have successfully delivered for public and private education districts/institutions. Throughout our history, our commissioning workload has at times averaged 40% (sometimes higher) business with repeat clients. We feel this best demonstrates our commitment to client satisfaction.



In addition to the references provided on the worksheet, the testimonial shown below reflects our reputation. NV5 served as Commissioning Authority for the City of Austin's New Central Library. The facility includes a flexible event center to accommodate up to 350 people. Additional features include 16 meeting spaces, café, children's program area, teen center, collection capacity for 380,000 to 500,000 volumes, 250-space underground parking garage, public website support/telecommunication room, and associated infrastructure.

In November 2022, NV5 was selected as one of the firms supporting the City's indefinite delivery/indefinite quantity commissioning services contract.

“Sebesta Inc./NV5 were invaluable team members on the New Central Library project. Their performance exceeded the requirements set forth in their contract for the library and by going above and beyond, the City's Central Library is performing exceptionally well.” - Cynthia Jordan, Project Manager, New Central Library

QUALITY OF THE VENDOR'S GOODS OR SERVICES

DELIVERING ON YOUR INVESTMENT IN COMMISSIONING SERVICES



We believe that NV5's greatest asset is people and encourage the building of strong relationships with our clients, in addition to our employees. Strong relationships enable an accurate understanding of our clients' needs and goals. This understanding leads to successful project completion and client satisfaction, working in a collaborative atmosphere and spirit.

Our clients expect and deserve the highest standard of care, which we deliver. Our firm has earned its success by performing professional, quality work and delivering our clients' projects on time and within budget. As a result, our clients often ask us to provide new and additional services, in addition to offering favorable referrals. **It is only when our clients succeed that we succeed—and our references will reflect that.** NV5's services are based on core principles of efficiency, transparency, and client-centered services, in which innovation, creativity and entrepreneurial initiative are encouraged.

Commissioning Benefits	
✓	Reduced Change Orders
✓	Cost Avoidance Through Early Identification and Resolution of Issues
✓	Timely Turnover Through An Organized Start-Up and Checkout
✓	An Optimized Energy Profile
✓	Complete Documentation
✓	Correctly Operating Controls and Building Systems
✓	Increased Occupant Comfort and Improved Air Quality
✓	Increased Performance
✓	Increased Equipment Life
✓	Enhanced Operating Team Expertise

Understanding Your Intent and Objectives

Commissioning services have been the heart of NV5's Texas operations since their incorporation. In our view, the role of the Commissioning Provider is to represent the interests of the operations team in constructing a facility that is sustainable, that meets all the objectives of the Region, and can be understood and supported by said operations team. No building can be considered high performance unless it can be supported by an operating team with the knowledge to sustain said performance.

Overall Strategy and Methodology for Successful Implementation and Management of Commissioning Services

NV5 provides a systematic, engineering-based process from initial project concept to the decommissioning of your building to assess, functionally test, improve, and integrate the operations

and energy performance of infrastructure systems, resulting in sustainable, reliable, efficient, healthful and well-maintained facilities throughout the lifecycle of your buildings. Our experienced staff utilizes a technical and collaborative team approach that focuses on early identification and resolution of issues to facilitate achieving a high-performance facility. Throughout all phases of a project, NV5's commissioning providers serve as a collaborative resource, ensuring that the Region will benefit from improved system performance, resulting in satisfied occupants and optimal energy efficiency. To help achieve a successful project turnover, we have the expertise to perform training, staffing assessments, and developing operating procedures and maintenance management programs.

Education Experience: We've worked side-by-side with the education community to complete hundreds of successful projects. Working with education campuses big and small, we understand the importance of developing innovative new ways to protect their bottom lines. Over the years we've learned that comfortable learning environments and occupant satisfaction is a driving force behind school districts, colleges, and universities. Our experience includes New Construction, Renovations, and Buildings Additions (Dining Facilities/Academic Classrooms/Student Centers/Recreation Centers/Libraries/Physical & Biological Sciences/and Central Utility Plants).

MINIMUM DISCOUNT TERM

NV5 has reviewed the Attribute entitled "MINIMUM Discount Term" in the solicitation. To this end, we have agreed to the discount indicated on Pricing Form 2 included as an attachment to this submission.

EXTENT TO WHICH THE GOODS OR SERVICES MEET THE NEEDS

COMMISSIONING SERVICES

NV5 is registered with the Texas Board of Professional Engineers and Land Surveyors (F-7276). NV5 maintains membership with the AABC Commissioning Group (see certificate shown right). We have also shown our NEBB certification for your consideration.

Years of Experience: NV5 has 28 years of experience with the types of building, HVAC, and control systems included with the projects anticipated under this contract. These include, but are not limited to, those listed below:

- Building Automation Systems
- Mechanical/HVAC Systems
- Ductwork Systems
- Electrical Systems
- Emergency Power/ATS-Transfer/UPS
- Grounding Systems
- Building Envelope, Roof, Glazing
- Fire/Life Safety Systems
- Lighting & Lighting Controls
- Domestic/Process Water Systems
- Water Treatment
- Equipment Vibration/Sound Control Systems
- IT/Data Communication/AV Systems
- Plumbing to Support LEED Certification
- Instrumentation and Controls
- Critical Building Pressure Control
- Ventilation & Exhaust Systems

Knowledge of Operations and Maintenance

Requirements: Several of NV5's commissioning personnel have worked as Operations and Maintenance staff for previous employers. They bring firsthand knowledge of what Owners expect from their respective facilities and what training would be ideal to meet those expectations.

We review the operations and maintenance data submitted by the contractor to verify the submission includes the information needed by the facilities staff to operate and maintain the equipment. Typically, our review will evaluate the submission against the specification requirements and will assist the Design Team with their review and approval of the submittal. In addition, we review the O&M submittals to verify they clearly identify the specific equipment (by model number, configuration, and accessories), and to verify the recommended maintenance procedures and intervals are clearly identified.



COMMISSIONING PROCESS OVERVIEW

Key Strategies to Mitigate Schedule Impacts Due to Lack of An Integrated Commissioning Process

The best strategy to mitigate this common challenge involves surfacing commissioning process requirements early in design and overall project scheduling. This is mitigated by developing a detailed commissioning plan, complete with system interdependencies, an enhanced startup plan, and performing commissioning-focused reviews throughout the construction documents and/or construction phases, while remaining focused on substantial completion requirements for each system.

The commissioning process can be delayed when specification-required documents (e.g., submittals, prefunctional (static) checklists, TAB, or final operation and maintenance manuals, etc.) are not provided in a timely or complete manner. As a result, the effectiveness of the commissioning effort and its timeliness can be compromised.

By establishing schedules for both task execution and documentation submission early, the impact of the documentation requirements can be clearly communicated to the Commissioning Team. Further, the detailed schedules, including documentation requirements, can be managed during the commissioning coordination and construction meetings.

As a part of developing the project-specific commissioning plan, the NV5 Team will work with the respective design team, construction manager and installation contractors to provide typical durations for TAB and Commissioning activities and collaboratively review and confirm that TAB and Commissioning activities are scheduled and represent realistic time frames and critical path relationships.

Our schedule coordination experience includes school projects with multiple separate CD packages like central utility plants or other ancillary or predecessor infrastructure projects. It is our goal to ensure that commissioning activities for each component stay off of the overall project's critical path for construction delays or help mitigate impacts to the targeted package/project substantial completion dates.

Starting with the kick-off meeting, our commissioning specialists and project managers will stress the integration of project commissioning activities into the overall project "master" schedule. Schedule coordination starts at the design phase to assure all scheduling requirements, challenges, contract packages inter-relationships, TAB, and Functional Performance Testing periods and closeout requirements are effectively planned and scheduled.

Some of the example in how these techniques were used in our comparable projects, we note the following:

Lewisville Independent School District: NV5 provided typical durations for TAB and commissioning activities and collaboratively reviewed and confirmed that these activities were scheduled in support of the renovations and early turnover needs for LISD's follow-on contractors such as audio/visual systems.

Houston Independent School District: NV5 provided schedule coordination in support of phased turnover activities, including a post-substantial completion for the Central Utility Plant improvements.

Approach to Integrating the Commissioning Process into the Normal Design and Construction Process: As noted above, NV5 will develop project-specific Commissioning Plans and Commissioning Specifications that are tailored to fit. Further, another key element of our process for integrating commissioning activities into the project's pre-design or design or construction phase process is clear and regular communications and consultations with all necessary parties, supplemented by frequently updated timelines and schedules. We apply our technical expertise to verify a fully functional project.

In order to successfully meet or exceed the expectations set by the Owner, our approach to assigned commissioning projects encompasses the following steps:

1. Listen to the Owner, design team, and the construction team to clearly understand the project requirements and expectations for the project
2. Create a partnership with the project delivery team
3. Involve the Owner 's Facilities Staff as integral part of the team who will be involved throughout the commissioning process
4. Provide "flexibility and scalability" to meet all requirements and expectations

EXTENT TO WHICH THE GOODS OR SERVICES MEET THE NEEDS

For a New and Existing Building Commissioning approach, we will develop and document:

1. The Commissioning Plan that outlines commissioning roles/responsibilities
2. The Commissioning Specifications that outline the contractor's roles and responsibilities
3. Integrate commissioning activities into the project's construction schedule
4. Ensure that the contractors provide the approved equipment/system
5. Ensure that the equipment/system is installed correctly
6. Verify that the device/system functions correctly
7. Demonstrate that operable systems are fully integrated within the completed facility
8. Verify training of O&M personnel
9. Provide supplemental systems training of O&M personnel

It is our philosophy to lead the commissioning process by educating and assisting construction professionals in their roles within the commissioning process. We do not just write a plan and/or specification, walk away, and expect everyone to do what we wrote – and then criticize others for not doing it correctly or well enough.

We work side-by-side with each team member in order to clarify commissioning expectations and provide tools and guidance as they fulfill their contract requirements and deliver fully functional facilities.

Commissioning Activities by Phase

The following is an overview of the commissioning activities by all phases of the typical project delivery methods.



OPR/BOD/CD Reviews

NV5 has significant experience in performing design reviews. The focus of these is to address commissionability, maintenance, and sustainability issues. We present results of our reviews in a professional approach, discuss with design team personnel and pursue alternatives for meeting Design Intent Documents. The process is beneficial toward developing improved contract documents and, for the most part, professional team members appreciate that the focus on maintenance and sequences of operations, for example, leads to better performing systems.

We help identify documentation requirements to contractors throughout the project specifications, at the pre-bid meeting, and collaborate with them early in the Construction Phase to ensure that these critical pieces of operational documentation support the successful turnover of the project and can be utilized and available to operators even during the training process, when it is most beneficial.

Commissioning Plan

We will prepare the Commissioning Plan for the project that will serve as a road map for the commissioning process, addressing the management protocols, schedules, and realistic logistics of the process needed for each school project. It will include identification of the systems to be commissioned, and it will identify the commissioning team members, including those appointed by the District, the design team, and the contractors.

The plan will outline the specific roles and responsibilities for each team member, including specific responsibilities for functional performance testing of systems. The plan will address the commissioning documents, including who is responsible for preparing, reviewing, and approving each document. The plan will also include duration and predecessor scheduling data to enable the commissioning project manager and the CMAR's Project Manager to work together to integrate the commissioning activities into the master project schedule.

Commissioning Specifications

The NV5 Team will also prepare commissioning specifications that are specific to each of the four projects. These specifications will describe the commissioning process and establish specific roles and responsibilities for the contractor and subcontractors engaged on the project. The specifications will include general commissioning requirements, in addition to common requirements for each technical division and specific requirements for equipment and system sections.

Value Engineering

The Impact of value engineering decisions on buildings functional performance really affect the total cost of operating the facility for the life of the building. Over the lifecycle of a building, 80% of the buildings' costs occur after occupation. So inefficient and/or improper operating systems must be identified and resolved prior to substantial completion.

The commissioning team has significant experience in performing design reviews. The focus of these is to address "efficient inter-operability, commissionability, and maintainability" issues. We present results of our reviews in a professional approach, discuss with design team personnel and pursue alternatives for meeting the OPR. The process is beneficial toward developing improved contract documents and, for the most part, professional team members appreciate that the focus on maintenance and sequences of operations, for example, leads to better performing systems.



Commissioning Kick-Off Meeting

NV5 will begin the Construction Phase commissioning by conducting a kick-off meeting with the entire commissioning team. At this point in the project, the commissioning team has grown to include NV5, the District, the design team, prime contractor, the mechanical subcontractor, electrical subcontractor, plumbing subcontractor, fire protection subcontractor, controls vendor, and the TAB Agency.

Other subcontractors may be added to the commissioning team as needed by the scope of systems to be commissioned. This meeting is a forum to provide further details on the commissioning process, to establish lines of communication, to review commissioning documents, and to discuss any questions or concerns that any member of the commissioning team may have.

On-Site Activities

Members of the NV5 commissioning team will visit the project site to review the progress of construction, verify systems and equipment installation, attend project meetings, and coordinate commissioning activities.

During early construction, when construction activities are primarily concentrating on general construction tasks, we anticipate quarterly visits since our presence does not provide significant added value. As construction progresses to the point where equipment and components of the systems to be commissioned are being installed, we will visit the site monthly to observe equipment and systems installation to verify the installation conforms to the construction documents and best industry practices.



As work progresses to the point where systems are being started, final installation is being completed, and systems functional testing is being scheduled, we will visit the site bi-weekly to coordinate the testing process.

During our site visits, we will note any issues or observations and bring them to the attention of the contractor and the District's construction administration team. Our focus is identifying issues as early as possible to enable rapid and efficient resolution of the issue while the construction crews are on site and can easily address the issue.

Also, early identification allows the contractor and the subcontractors to prevent similar issues from arising in other equipment and systems. These site visits are also used to witness contractor testing (such as duct leakage testing, piping pressure testing), as well as to witness equipment startup.

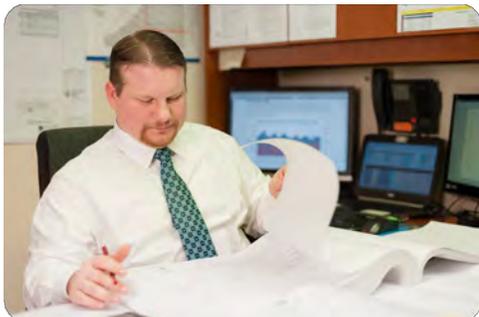
During the Construction Phase, NV5 will attend selected construction progress meetings to review commissioning issues and to maintain our awareness of construction progress, the construction schedule, and other significant issues that affect the project. We will also conduct periodic progress meetings with the members of the commissioning team. These meetings are a forum to discuss progress towards resolving commissioning issues, review systems installation, track completion of the pre-functional checklists, and to prepare for systems functional performance testing. These meetings are also used to facilitate coordination between the installing subcontractors and to discuss technical issues relative to systems installation.

As issues are identified during construction, NV5 uses our technical expertise to assist the contractor with identifying the root cause of the issue. We can then provide recommendations for the most efficient methods for resolving the issue. If necessary, we will assist the contractor to gain approval from the District and/or design team to implement changes to the system to resolve the issue. Finally, we will review the corrective actions to verify proper installation.

Project Controls

NV5 understands that cost and schedule control is a critical element of a successful project. The commissioning project manager has the primary responsibility of coordinating the commissioning team to ensure timely delivery of all deliverables. This is a challenging endeavor given that the Commissioning Provider's activities are tightly tied to the activities of the design team during the Design Phase. Likewise, during construction, the commissioning team is faced with the challenges of coordinating issues with the construction team that influence our commissioning activities.

For example, we often find that systems' testing is delayed due to last minute problems with the equipment or the contractor's staffing. Weather and other outside factors can also cause delays. To this end, our project manager will maintain close contact with the District, design team construction administrators, and contractors to ensure commissioning activities are efficiently integrated into the project schedule.



Submittal Review

During construction, we begin our testing process by reviewing equipment submittals to ensure the equipment includes the necessary instrumentation, operating instructions, and other data we will need to prepare the system functional test procedures. Our submittal review does not replace the reviews done by the design team; rather we focus on operational and maintenance issues that will affect our ability to properly commission the system or the facility staff's ability to operate and maintain the system.

Typically, we conduct our submittal review concurrently with the design team and/or District's review and we provide our comments to the design team. In this manner, the flow of information remains consistent with normal submittal channels, and our comments can be fully coordinated with the design team.

The controls submittal is a key submittal we carefully review for the sequences of operation, software, programming methods, and graphics. This information is absolutely vital to allow us to develop the systems functional test procedures that will verify system operations and performance. We strongly believe that this submittal is so important that we highly recommend having a meeting with the District, design team, general contractor, installation contractors, and the TAB contractor following review of this submittal.

This meeting is a forum for all concerned parties to discuss the sequences of operations, system response times, and other issues, to ensure that the controls contractor fully understands how the systems will operate and we can understand how he will program the system to implement these sequences. We emphasize the need to carefully plan the system installation, programming, and implementation to prevent construction delays.

Pre-Functional Checklists and Equipment Startup

An integral part of our commissioning process is to develop pre-functional checklists that will be used by the installing contractor as part of their quality control program. These checklists are developed in sufficient detail to allow the installing contractor to document that the system/equipment is completely installed and ready for functional testing. Also, as part of our process, we select a sample of the completed checklists and field-verify the information and readiness for testing. If we find that a significant number of sampled checklists are inaccurate, we select a larger sample.

If we still find a significant number of inaccurate checklists, we will return all the checklists for correction. In any event, any discrepancies between the checklist and the conditions observed during verification are noted and returned to the installing contractor for corrective action.

In addition to random verification of pre-functional checklists, we will witness equipment startup by the installing contractor and manufacturer's representative. We will witness selected startups of critical equipment such as air handling units, chillers, generators, switchboards, etc. We will provide a comprehensive list of the equipment startups we witness as part of our commissioning plan.

Systems Functional Performance Test Procedures

NV5 believes that testing involves more than just seeing that the equipment starts up and runs. Testing is a process that starts with our understanding of the project design we gained during the design process, including an understanding of how the components, equipment, and sub-systems are intended to operate as a complete system, and how each of the various systems included in the facility interact with other systems to create a fully functional facility.

As NV5 develops the system functional test procedures, we start with verifying system and equipment installation is in accordance with the construction documents and industry standards. Testing then progresses into verifying system and equipment starts and stops in response to manual and automatic controls. We also verify that the system safety shut-downs are working properly to protect the system. Testing continues by verifying system operation under steady-state conditions in all required operating modes such as occupied during morning startup, normal operation, unoccupied, or special conditions.

We then subject the system changes in operating parameters, such as low load, high load, changes in setpoints, and other changes that will require the system to verify that it reacts in a stable manner.

We also test the system in emergency conditions, such as operating on emergency power, failure of redundant components, failure of other components, and other failure scenarios. We work closely with the project design team to identify these failure scenarios and to determine the appropriate system response. We then develop the test procedure to verify the system responds as intended.

The final step in systems testing is to verify interaction with other systems. For example, we test air handler systems to verify proper reaction from inputs from the fire alarm system.

We develop our test schedule and detailed lists of systems to be tested based on 100% testing. We have found that sampling does not generally provide acceptable results. We would recommend sampling only for simple equipment/systems with a large population, such as VAV terminal units in large office facilities. Any application of sampling is subject to prior coordination and approval of the District.



As construction nears completion, the Acceptance Phase begins when the commissioning team becomes more involved with verifying systems installation and preparing for functional performance testing. Site visits and commissioning progress meetings become more frequent, and our coordination with the contractors is more intensive.

Component Verification

Verifying component installation is part of the General Contractor/MEP Coordinator scope of work. This is part of the contractor's Quality Control process and is normally documented by checklists that are identical or similar to the Pre-Functional Checklists developed by NV5 and executed by the contractors. NV5 will review the contractors' documentation prior to functional testing.

During our Field Observations, we will spot check the contractors' checklists for accuracy. In the event we find a large number of the documents we review are inaccurate, we will return all the checklists to the contractor for correction. We will review a larger sample of the corrected checklists for accuracy. We generally review these checklists during scheduled Field Observation visits.

Equipment Startup



As the equipment and systems installation process nears completion, the equipment must be started up. Proper startup is essential to system success because improper startup may damage the equipment or cause injury to construction personnel. It is imperative that the manufacturer's instructions be followed and that an authorized manufacturer's representative is present during initial startup. Often this requirement is part of the manufacturer's warranty and improper startup will void the warranty. As part of our systems testing procedures, NV5 will review the startup plan prepared by the installing contractor. NV5 will also witness startup of critical equipment and systems.

Control Systems Verification

The Building Automation System (Direct Digital Controls) is also a key component of systems installation and testing. We will carefully review the controls submittal to ensure the vendor fully understands the control and operating sequences requirements for the systems being controlled. Our review includes ensuring that the system programmer can effectively implement the sequences in the programming and graphics. We have encountered numerous instances where the control submittal simply repeats the sequences included in the construction documents and there is no indication the system programmer has begun to think of how they will be programmed and implemented. Often this means the system programmer applies a program for another project and then modifies it while on-site during startup.

This leads to wasted time and effort, and it usually means key parts of the sequences are not fully implemented. During control systems installation, NV5 works with the installer and programmer to observe point-to-point verification, sensor calibration, programming, and ensure the system graphics are as required by specification and approved in the Design Phase controls integration meeting that will be required by the commissioning specification and facilitated by the NV5 Team.

Energy-Efficient Equipment Design and Control Strategy Optimization

The entire NV5 Team has extensive design engineering experience in addition to hands-on controls experience. The team is well versed in the nuances of equipment sizing, including the dangers of over- and under sizing equipment, and is up to date on the current industry best practices for efficient design in addition to higher energy efficiency and commissioning requirements mandated by the International Energy Conservation Code. The team has a thorough understanding of control sequences, including the balancing act of energy efficiency gains through optimization versus increased maintenance effort.

Testing, Adjusting and Balancing Coordination

If a system is not properly balanced, it almost always will not perform as required, resulting in poor indoor air quality, uneven temperature/humidity control, and inefficient use of energy. NV5 will review the TAB plan prepared by the TAB agency to verify compliance with construction documents and AABC or NEBB guidelines. We also observe TAB work in progress to verify the work is being performed in accordance with the approved plan, that the equipment is properly calibrated, and the readings are accurate.

Contractor Testing

Once the system is fully installed, the controls are connected and operating, and the TAB adjustments have been made, the final steps of functional performance testing can begin. At this point, any required pre-contractor testing can occur and the installing contractor can use the Systems Functional Performance Test procedures prepared by NV5 as a system pre-test. The contractor can then identify and resolve any issues that could prevent successful systems testing when NV5 or the District are present.

Systems Functional Performance Testing

Formal Systems Functional Performance Testing is non-destructive testing conducted under the direction of the Commissioning Provider while the installing contractor operates the system. NV5 generally uses the Direct Digital Control system and other data-recording equipment to observe and document the results of systems testing. We encourage the District's facilities staff to participate in the system testing because it gives the operating personnel the opportunity to see, hear and feel how the system operates and reacts to various changes in operation.

As issues are identified during testing, NV5 assists the contractor with troubleshooting the system. We use our technical expertise and experience to review the symptoms and identify the root cause of the issue. We can then provide recommendations for the most efficient methods for resolving the issue. We then work with the contractors to either repair the problem or gain approval from the District and/or design team as necessary to implement changes to the system to resolve the issue. Finally, we will review the repairs or modifications and re-test the system to verify proper performance.

The final step in the testing process is to document the testing and the test results. We prepare field reports each time we visit the site to document any issues identified during the visit. NV5 reviews equipment startup reports to verify that the equipment was properly started. We then use the test procedure checklists to record test data and results during systems testing. Field reports are also prepared during system testing to report issues so that resolution action can begin.

Integrated Systems Testing

As the project nears substantial completion and all systems testing is complete, we perform final integrated systems testing to verify the individual systems work together as integrated systems. This final test is usually a Loss of Power Response Test, which involves shutting down all normal power to the facility and observing that the electrical, mechanical, plumbing, low voltage, and other systems properly transfer to generator power and continue to operate properly for the duration of the power outage.

Perhaps a more important part of this test is to observe that systems properly re-transfer to normal utility power and properly resume operation. The integrated systems testing also tests interfaces between major systems such as fire alarm and HVAC control systems for air handling system shutdown, stairway pressurization, and smoke control. Testing also includes interface between the fire alarm system and the elevator controls for elevator recall and elevator shutdown prior to fire protection system activation.

Commissioning Report

The final deliverable in our commissioning process is to prepare a comprehensive report that documents the entire process. The commissioning report will include an executive summary, a narrative that outlines the results of the commissioning process, identification of significant issues including the resolution for the issue, significant outstanding issues that have not been resolved, along with recommendations for resolution and an analysis of system operating trends.

The report will also include copies of all commissioning documentation, including field reports, issues log, and functional test procedures annotated with test data and results. We will also include blank copies of the functional test procedures that the District's facilities staff can use for future testing or diagnosis.



NV5 remains committed to the project after construction is complete and the building is in full operation. During this phase, we can continue to assist the District's facilities staff by reviewing and proving the documentation and training necessary to efficiently operate the facility and the infrastructure systems that support building operations. One other key aspect of the commissioning process is to ensure the facilities staff has the documentation and training necessary to efficiently operate the facility after construction is complete.

Post-Construction Checkup

NV5 will return to the site approximately ten months after delivery of the final commissioning report to conduct a warranty checkup. This checkup is an opportunity to meet with the District's facilities staff to review system operations, to identify any operational issues that have occurred since occupancy, and to identify potential warranty claims prior to expiration of the warranty. This will also be an opportunity to provide feedback to the design team, the commissioning team, and the construction team on the facility design, commissioning, and construction.

NV5 can also provide more continuous supplemental warranty phase services, monthly or bimonthly. These include review of BAS trends and alarms for the purpose of identifying performance and/or maintenance issues; summary deficiency and recommended corrective action reports; issues tracking list; energy metering/EUI tracking or other operational support type services.

Post-Construction Commissioning Report Addendum

When seasonal/deferred testing, the post-construction checkup and other post-construction activities have been completed, we will prepare an addendum to the final commissioning report to document the post-construction commissioning process and results. This addendum will update and expand many of the sections presented in the final commissioning report.

[Quality Assurance Program](#)

NV5's goal is to build long-term relationships with the District. Quality control is key to building a foundation of reliability and trust. The following Quality Control Program summary provides guidelines for NV5's quality control process on commissioning assignments. The purpose of this program is to meet or exceed customer expectations and achieve desired results by establishing and implementing procedures, responsibilities, relationships and accountabilities for members of our professional service team.

Quality Control Responsibilities

Project Manager Roger Monroe, CxA, is responsible for developing a specific quality management approach for each assignment with cooperation from the discipline leads to meet the needs of the project. Each discipline member is responsible for items they are qualified to provide and will refer to others those items which exceed their qualifications or for which a higher level of review is required. The quality management plan outlined below summarizes our approach to projects.

Quality Management Plan

These projects can be broken down into four main quality categories:

1. Planning and Logistics
2. Design Reviews
3. Field Execution
4. Technical Analysis
5. Written Work Products

Commissioning Master Plan and Logistics: The project management team will hold bi-weekly meetings to review logistics, execution, technical details, and accountability. Roger will provide actionable items for team improvement throughout the project.

Design Reviews: We will review the completed design for the purposes of preparing or commenting on the OPR document and necessary commissioning planning. This review will be intensive to ensure that all major commissioned systems are thoroughly planned out and coordinated. We will provide any comments or observations to the District and the design team from this design review and facilitate appropriate resolutions.

Field Execution: The technical execution of the field work will be coordinated and reviewed by Roger. This includes field observations, startup oversight, testing, adjusting and balancing activities and functional performance testing. Field observation reports, corrective action items, and functional performance test procedures will be reviewed by Roger for accuracy, completeness and clarity in moving identified issues to resolution.

Technical Analysis: All technical analysis and associated issues will be produced in the form of corrective actions providing a clear concise path to resolution. These corrective actions are generated by the technical lead and project manager and will be reviewed by Alex Gonzales, PE, CxA, LEED AP. He will take a key role in technical resolution of unique and complex issues directly working with all members of the project team to drive solutions.

Written Work Products: There are multitudes of written work products and deliverables that will be included within this project. All formal deliverables will be reviewed by Roger and Alex.

Quality Improvements

Mentoring and Coaching: Roger is responsible for mentoring and coaching the team throughout the project. As areas of improvement are identified, he will work with Alex and the execution team to correct and improve the quality. The team will meet weekly to discuss project progress, obstacles, and opportunities to leverage our knowledge base at each site.

Team Workshops: The project manager and principal will hold internal lessons learned workshops regarding quality and findings. These workshops will vary in intensity and duration. Initially these will occur monthly and more frequently as necessary to guide quality and performance.

Quality Process Flowchart

NV5 is committed to encouraging employees to deliver high quality deliverables conforming to client and industry requirements. This internal process has been developed with the objective of providing a “Second Set of Eyes” approach to checking and verifying our work, so that we can achieve a Best-of-Class quality in delivering design and engineering services to our clients.

These procedures allow management of complex projects, which may include many geographic user locations, in a manner that facilitates accurate, on-time delivery. Our Quality Program is documented by our Quality Manual, Quality Procedures Manual, and our Master Quality Documents. This QA/QC policy has been instituted to reduce errors, improve coordination and to allow change or improvement. The intention this QC process is to “focus” the different reviews. The following requirements are mandatory during project execution and delivery of professional design services:



- 1** Intra-Discipline Review: To identify coordination discrepancies and/or missing information within the discipline’s schematic design set of documents. The Discipline Check shall occur prior to any submission (interim and final) made to the client and/or review agency. It should produce a better product and result in a more satisfied client to be performed by the Discipline Leader to verify design intent prior to continued effort.
- 2** Intra-Discipline Review (Peer): This review can be considered a “Discipline Check” and is commonly considered the most critical and is intended to provide a “second set of eyes” review for the project outside of the design team. It is a review for approach, suitability, and compliance with codes, client requirements, and good architectural/engineering practices.
- 3** Project Management Design Review: To review the design concept of the project before presentation to the client to determine if risk issues are addressed and that the design meets the client’s program and needs and gain concept approval of a particular design before a significant effort is spent on final detailing and production. This review is intended to confirm decisions made during scope development and owner project requirements.
- 4** Inter-Discipline Coordination Review: To identify coordination discrepancies between the disciplines that may be a major source of design errors and omissions. This review is intended to reduce the number of requests for information, change orders, and liability claims initiated during the construction phase of the project.
- 5** Final Coordination Review: This review can be considered a final “Back Check” and is commonly considered to ensure all previous issues were resolved and incorporated before final 100% CDs are issued.

EXTENT TO WHICH THE GOODS OR SERVICES MEET THE NEEDS

Monitoring-Based Commissioning

NV5 now deploys an MBCx platform regularly and by connecting to the control systems as they come online, we are able to improve the efficiency, schedule, and project costs for the following reasons:

1. Ability to trend all data points without causing traffic issues on the control system
2. Remote access for analysis to ensure on-site time is optimized and more efficiently used (e.g. Issues are understood before arriving on site, allowing for focused site visit)
3. Deployment of a vast database of fault detection diagnostic rules on analytics platform ensure consistency and efficiency for each project across all equipment and components.
4. Daily updates of issues log through real time access to control system allows for effective system fine tuning and optimization.
5. Deep dive into all BMS points ensure total coverage for issues identification and rectification, maximizing energy savings through efficiency.

Optimization of Mechanical Systems: With the ability to monitoring every data point within the control system, NV5 is able to build up a vast database of seasonal interval data relating to equipment loads and operating profiles. With this information in hand, it is possible to evaluation real performance curves and loading in order to assess opportunities such as “right sizing” during equipment replacements.

Optimization of Control Sequences for Mechanical Systems: The analytics engine of our MBCx platform enables us to assess how multiple mechanical component interact over time. Combining this with the existing sequences of operation allows us to facilitate programming highly optimized sequences.

Experience in Writing Initial MBCx Rulesets to Evaluate and Diagnose Issues According to Identified Priorities: A vast rules library has been developed and available to be deployed for each project as appropriate. In our experience, these rules will often need to be fine-tuned to align with the on-site sequences of operation. Often, unique rules are also required to ensure all relevant issues are being tracked. NV5 has in-house capability to code these rule sets within the MBCx platform.



Identifying Equipment Obvious and Non-Obvious Failure: Root cause analytics is a key component of MBCx. When a complex issue is identified, NV5 will run through the information to determine the actions required to correct it. The MBCx platform facilitates two-way communication with service contractors, prioritizing and tracking issues to their resolution.

VENDOR'S PAST RELATIONSHIP

REGION 8 ESC DISTRICTS

NV5 understands the districts listed below comprise Region 8 ESC:

<ul style="list-style-type: none"> • Atlanta ISD • Avery ISD • Avinger ISD • Bloomburg ISD • Chapel Hill ISD • Chisum ISD • Clarksville ISD • Cooper ISD • Cumby ISD • Daingerfield-Lone Star ISD • DeKalb ISD • Detroit ISD • Fannindel ISD • Harts Bluff ISD • Hooks ISD • Hubbard ISD • Hughes Spring ISD • Jefferson ISD • Leary ISD • Liberty-Eylau ISD • Linden-Kildare CISD 	<ul style="list-style-type: none"> • Malta ISD • McLeod ISD • Miller Grove ISD • Mount Pleasant ISD • Mount Vernon ISD • New Boston ISD • North Hopkins ISD • North Lamar ISD • Pewitt CISD • Pittsburg ISD • Pleasant Grove ISD • Prairiland ISD • Queen City ISD • Red Lick ISD • Redwater ISD • Saltillo ISD • Simms ISD • Sulphur Bluff ISD • Sulphur Springs ISD • Texarkana ISD
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NV5 has not consulted with any of these districts, but we stand ready to begin new relationships through our Texas-based team.

HISTORICALLY UNDERUTILIZED BUSINESS UTILIZATION

NV5 acknowledges the federal and state regulations pertaining to subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms. We regularly partner with S/M/WBE/HUB firms to meet and, whenever possible, exceed participation goals for commissioning projects. These goals typically range from 23.7% to 30% depending upon the complexity of the project. Services that we regularly share with qualified partners include the following:

- Testing, Adjusting, and Balancing (TAB) Services
- Commissioning Support Services (New and Existing Facilities)

EXPERIENCE

SIMILAR PROJECTS

NV5's relevant experience with projects of similar size and scope include those listed below:



2017 BOND PROGRAM

LEWISVILLE, TX | LEWISVILLE INDEPENDENT SCHOOL DISTRICT

- At **The Colony High School**, the project encompassed renovations to an existing auditorium. NV5 commissioned electrical and audio visual systems for this effort.
- At **Marcus High School**, the project encompassed renovations to an existing auditorium, plus restrooms located outside the auditorium, encompassing plumbing fixtures, partitions, and all finishes. NV5 commissioned electrical and audio visual systems for this effort. A number of lighting control issues were identified through the commissioning process, all of which were resolved by the project's completion.
- At **Mill Street Elementary School**, NV5 commissioned MEP, life safety, security, and audio visual systems for this 110,000-SF facility.
- At **Hebron High School**, NV5 provided commissioning services for the construction of a new 122,570-SF Multi-Purpose and Indoor Athletic Center Addition to the high school.
- At **College Street Elementary School**, NV5 provided commissioning services for this project that encompassed architectural renovations along with replacement and/or updating of all MEP systems.



2012 BOND PROGRAM

HOUSTON, TX | HOUSTON INDEPENDENT SCHOOL DISTRICT

Booker T. Washington High School: NV5 provided commissioning services for this new high school, including the primary heating system, specifically a central heating plant consisting of natural gas-fired, condensing heating water boilers, sized for a total of 110% of the building winter design load; chilled water cooling system, consisting of two indoor variable speed water-cooled centrifugal water chillers, providing chilled water to the air handling units; medium-pressure ductwork distribution system in academic, administration/central learning commons, kitchen, band/chorus/drama, and CTE classroom and lab areas; single-zone, variable speed modular air-handling units for the gymnasium, student dining commons, and auditorium and stage areas; and low-pressure ductwork distribution system originating from a constant volume 100% outdoor air modular air-handling unit for the weight/locker room areas.

Madison High School: NV5 provided commissioning services for this 270,000-SF high school for Meteorology and Space Science, including labs and collaborative learning spaces.



ELEMENTARY SCHOOLS COMMISSIONING SERVICES

AURORA, CO | AURORA PUBLIC SCHOOLS

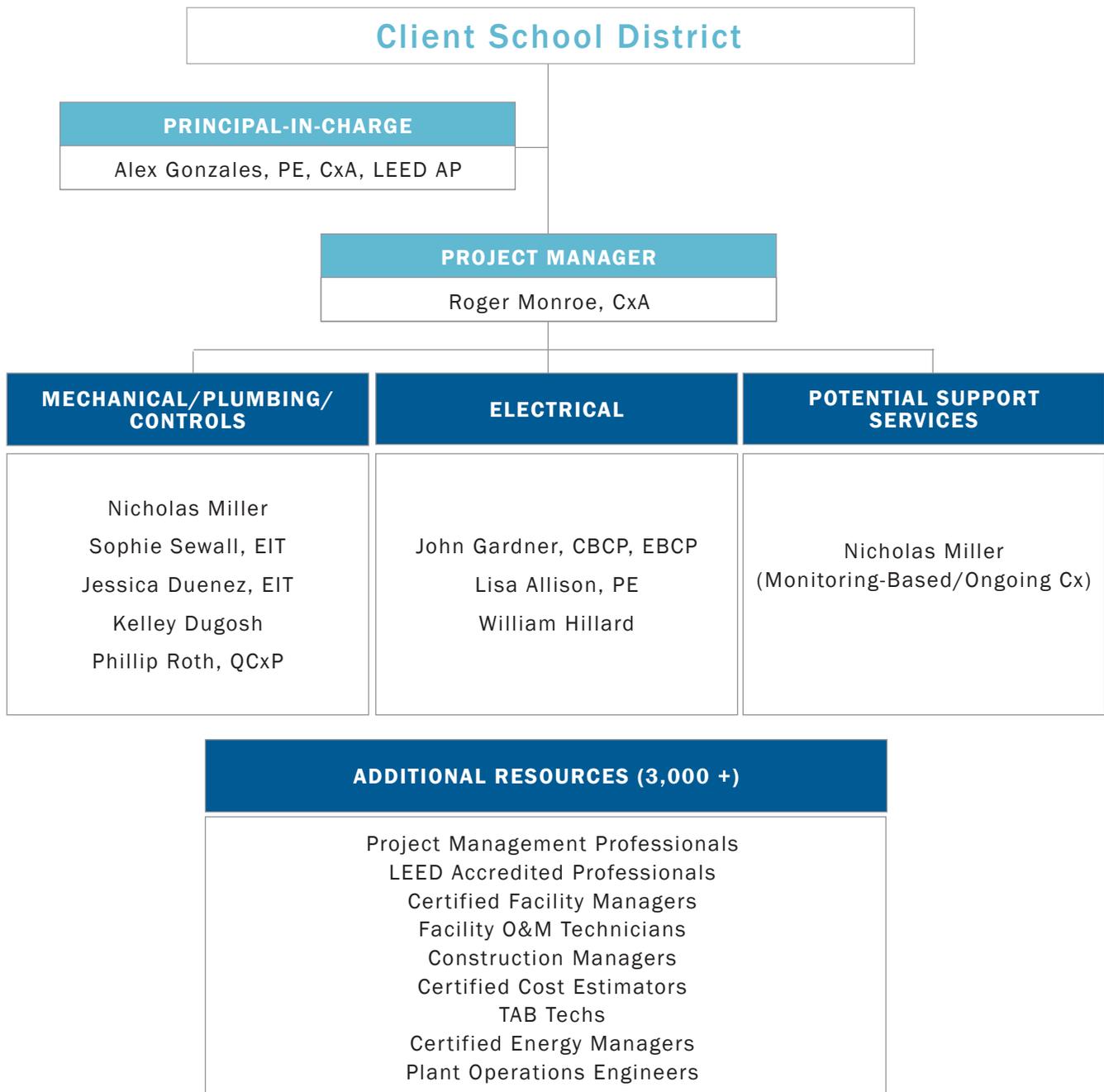
NV5 currently serves as Commissioning Agent for Aurora Public Schools. Projects to date include the renovation of the Arkansas and Vassar Elementary Schools. The scope includes renovating classrooms and supporting ancillary spaces with updates to MEP systems. Proposed commissioning services intent is to meet IECC 2015 Section C408 for code compliance. Both facilities are about 47,000 SF in size.

EXPERIENCE

TEAM MEMBER EXPERIENCE

NV5 has proposed a team experienced in the commissioning of mechanical, electrical, building envelope, and support systems (i.e. security, audio/visual, and information technology) for both new construction and renovation projects. **NV5 understands not all of these services may be required for all assigned projects.** We wish to indicate all of our professional capabilities so that the Region may be aware of them and the potential value they offer.

Resumes detailing the certifications, registrations, and relevant experience of our proposed team begin on the next page.



EXPERIENCE



ALEX GONZALES, PE, LEED AP, CXA

Principal-in-Charge

Alex has more than 32 years of experience in the AEC industry performing project/program planning, development, design/construction management and commissioning management in the public and private sector. He has provided professional services on a variety of large, small, and complex projects ranging from multi-faceted aviation programs to higher education healthcare facilities. His project experience includes aviation, government, industrial, healthcare, and educational facilities. He has extensive technical and organizational experience coordinating and assisting the owner, design professional, and contractor with establishing efficient workflow processes to execute traditional or alternate project delivery methods.

Alex has been involved in all aspects of program and project management, including client and team member coordination, designer/ contractor procurement, scheduling, budgeting, revenue and task management, and contract negotiation and PM oversight. He has provided these services for projects ranging in value from \$3M to \$1.5B.

EDUCATION

MBA Studies, University of Miami, Florida

BS, Architectural Engineering, University of Texas at Austin

EXPERIENCE

32 years

REGISTRATIONS (VARIOUS DATES)

Registered Professional Engineer, Architectural: TX #106011

Certified Commissioning Authority, #1013-1089

LEED Green Associate and Accredited Professional

AFFILIATIONS

U.S. Green Building Council (USGBC) - Central Texas Balcones Chapter

AABC Commissioning Group

International Facility Management Association, Houston Chapter

Texas Association of Health Care Facility Managers (TAHFM)

Project Experience

**BOOKER T. WASHINGTON HIGH SCHOOL
HOUSTON INDEPENDENT SCHOOL DISTRICT**
COMMISSIONING - PRINCIPAL-IN-CHARGE
Houston, TX

**MADISON HIGH SCHOOL
HOUSTON INDEPENDENT SCHOOL DISTRICT**
COMMISSIONING-PROJECT MANAGER
Houston, TX

**HEBRON HIGH SCHOOL
LEWISVILLE INDEPENDENT SCHOOL DISTRICT**
COMMISSIONING - PRINCIPAL-IN-CHARGE
Lewisville, TX

**COLLEGE STREET ELEMENTARY SCHOOL
LEWISVILLE INDEPENDENT SCHOOL DISTRICT**
COMMISSIONING - PRINCIPAL-IN-CHARGE
Lewisville, TX

**VASSAR AND ARKANSAS ELEMENTARY SCHOOL RENOVATIONS
AURORA PUBLIC SCHOOLS**
COMMISSIONING - PRINCIPAL-IN-CHARGE
Aurora, CO

**ID/IQ COMMISSIONING CONTRACT
AUSTIN COMMUNITY COLLEGE DISTRICT**
COMMISSIONING - PROGRAM MANAGER
Austin, TX

**ID/IQ PROGRAM
UNIVERSITY OF HOUSTON**
COMMISSIONING - PRINCIPAL-IN-CHARGE
Houston, TX

**ID/IQ PROGRAM
LONESTAR COLLEGE SYSTEM**
COMMISSIONING - SENIOR PROJECT MANAGER
Houston, TX



EDUCATION

Coursework, Photolithography Process Engineering, Micron University

EXPERIENCE

18 years

REGISTRATIONS

Certified Commissioning Authority, #114-1102

ROGER MONROE, CXA

Project Manager/Commissioning Authority

Roger has more than 18 years of experience in building system commissioning and troubleshooting on multiple large and complex projects. He has served as a technical lead commissioning agent and a project manager on numerous high-profile projects within the healthcare, higher education, commercial, and government building sectors.

Roger's experience includes mechanical system testing, laboratory systems including BSL-1, 2, 3, and vivariums, HVAC, air handlers, energy recovery units, Phoenix valves, VAVs, steam generators, deionized water, domestic hot water systems, solar hot water systems, chilled water systems, and various pumps and blowers. He is experienced with testing and verification across multiple controls platforms, including performing point-to-point verification on mechanical equipment, along with programming and graphical verifications.

Roger is experienced with certifying clean rooms for velocity, flow, and particles to industry standards. He has performed ultra-high purity tool hook-up QA/QC, pressure testing, weld inspections, helium leak checks, particle counts, and multiple analytical tests.

Project Experience

**ELEMENTARY SCHOOL RE-3
SOUTH ROUTE SCHOOL DISTRICT**
COMMISSIONING - PROJECT MANAGER
Yampa, CO

**SAN GABRIEL CAMPUS
AUSTIN COMMUNITY COLLEGE**
COMMISSIONING - TECHNICAL LEAD CXA
Leander, TX

**PERFORMING ARTS CENTER
RECITAL HALL AND THEATRE
CENTER**
THE UNIVERSITY OF TEXAS SYSTEM
COMMISSIONING - ASSISTANT CX/
COMMISSIONING SPECIALIST
Austin, TX

**DATA CENTER AT RECEIVING
BUILDING**
THE UNIVERSITY OF TEXAS SYSTEM
COMMISSIONING - TECHNICAL LEAD
Austin, TX

**TEXAS ATHLETICS BASKETBALL
AND ROWING TRAINING FACILITY**
THE UNIVERSITY OF TEXAS SYSTEM
COMMISSIONING - PROJECT MANAGER
Austin, TX

LIBRARY STORAGE FACILITY
THE UNIVERSITY OF TEXAS
COMMISSIONING - PROJECT MANAGER
Austin, TX

**MAIN CAMPUS STUDENT CENTER
CENTRAL TEXAS COLLEGE DISTRICT**
COMMISSIONING - COMMISSIONING
SPECIALIST
Killeen, TX

**ENGINEERING EDUCATION AND
RESEARCH CENTER**
THE UNIVERSITY OF TEXAS SYSTEM
COMMISSIONING - TECHNICAL LEAD/
PROJECT MANAGER
Austin, TX



EDUCATION

BS, Mechanical Engineering Technology,
University of North Texas

BA, Economics,
University of North Texas

EXPERIENCE

11 years

NICHOLAS MILLER

Mechanical, Plumbing, Controls/Monitoring & Ongoing Cx

Nicholas has 11 years of mechanical commissioning for new and existing facilities, including mechanical engineering design and energy solutions experience. His systems expertise includes mechanical, HVAC, and building automation/control systems.

Nicholas' project tenure includes commercial facilities designed for public access and mass occupancy, airports, conference facilities, administrative centers, and campus environments. His proficiency includes coordinating with project stakeholders, including, but not limited to, the design team, general contractors, client and/or program representatives, and project owners.

Nicholas brings knowledge of energy management principles, including operations planning for energy and water systems plus implementation of conservation strategies.

Project Experience

VASSAR AND ARKANSAS ELEMENTARY SCHOOL RENOVATIONS
AURORA PUBLIC SCHOOLS
COMMISSIONING - PROJECT MANAGER/MECHANICAL ENGINEER
Aurora, CO

CARTER HIGH SCHOOL DALLAS ISD
COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
Dallas, TX

THE COLONY HIGH SCHOOL AUDITORIUM RENOVATION
LEWISVILLE INDEPENDENT SCHOOL DISTRICT
COMMISSIONING - PROJECT MANAGER
Lewisville, TX

MARCUS HIGH SCHOOL AUDITORIUM RENOVATION
LEWISVILLE INDEPENDENT SCHOOL DISTRICT
COMMISSIONING - PROJECT MANAGER
Lewisville, TX

HEBRON HIGH SCHOOL LEWISVILLE INDEPENDENT SCHOOL DISTRICT
COMMISSIONING - PROJECT MANAGER
Lewisville, TX

MILL STREET ELEMENTARY SCHOOL LEWISVILLE INDEPENDENT SCHOOL DISTRICT
COMMISSIONING - PROJECT MANAGER
Lewisville, TX

COLLEGE STREET ELEMENTARY SCHOOL LEWISVILLE INDEPENDENT SCHOOL DISTRICT
COMMISSIONING - PROJECT MANAGER
Lewisville, TX

MOODY ARTS CENTER RICE UNIVERSITY
COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
Houston, TX

EXPERIENCE



EDUCATION

BS, Mechanical Engineering, The University of Texas at Austin

EXPERIENCE

4 years

REGISTRATIONS (VARIOUS DATES)

Engineer-in-Training: TX #61640

SOPHIE SEWALL, EIT

Mechanical, Plumbing, Controls

Sophie is a mechanical engineer and commissioning agent who regularly performs design and submittal reviews, creation of project-specific pre-functional checklists and functional performance tests, construction observations, and testing for MEP systems and project controls. Sophie has experience commissioning systems and equipment including, but not limited to, air distribution, air handlers, VAVs, building automation systems, hydronic systems, and lighting controls.

As a mechanical engineer, Sophie also has experience with CAD modeling, computational fluid dynamics (CFD) analysis, performing load calculations and take-offs, and analysis of HVAC ductwork to ensure correct sizing of air handling units.

Project Experience

BOOKER T. WASHINGTON HIGH SCHOOL
HOUSTON INDEPENDENT SCHOOL DISTRICT
 COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
 Houston, TX

EAST CAMPUS PARKING GARAGE THE UNIVERSITY OF TEXAS
 COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
 Austin, TX

WELCH HALL RENOVATION THE UNIVERSITY OF TEXAS
 COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
 Austin, TX

ENGINEERING, EDUCATION, AND RESEARCH CENTER THE UNIVERSITY OF TEXAS
 COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
 Austin, TX

DKR STADIUM SEZ RENOVATION THE UNIVERSITY OF TEXAS
 COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
 Austin, TX

RBRH GRADUATE SCHOOL OF BUSINESS THE UNIVERSITY OF TEXAS
 COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
 Austin, TX

LEANDER CAMPUS AUSTIN COMMUNITY COLLEGE
 COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
 Austin, TX

HIGHLAND CAMPUS, PHASE II AUSTIN COMMUNITY COLLEGE
 COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
 Austin, TX

RIO GRANDE CAMPUS BUILDING 1000 RENOVATION AUSTIN COMMUNITY COLLEGE
 COMMISSIONING - MECHANICAL COMMISSIONING SPECIALIST
 Austin, TX

EXPERIENCE



EDUCATION

BS, Mechanical Engineering
The University of Texas at Austin

EXPERIENCE

4 years

REGISTRATIONS

Engineer-In-Training, Mechanical:
TX #63583

JESSICA DUENEZ, EIT

Mechanical, Plumbing, Controls

Jessica is a mechanical engineer with more than four years of professional experience, including commissioning for both new and existing facilities. Her expertise includes air distribution systems, hydronic systems, and building automation/control systems. She is proficient in functional performance testing and design analysis in addition to energy efficiency improvements. Her proficiency includes coordinating with project stakeholders, including, but not limited to, the design team, general contractors, client representatives, and project owners. Jessica's diverse background includes experience in delivering higher education, research laboratory, office building, and healthcare project types.

Project Experience

**NEW CENTRAL LIBRARY
CITY OF AUSTIN**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**DELL MEDICAL SCHOOL HEALTH
TRANSFORMATION BUILDING
UNIVERSITY OF TEXAS AT AUSTIN**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**DELL MEDICAL SCHOOL HEALTH
DISCOVERY BUILDING
UNIVERSITY OF TEXAS AT AUSTIN**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**RBRH GRADUATE SCHOOL OF
BUSINESS
THE UNIVERSITY OF TEXAS**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**ENGINEERING, EDUCATION, AND
RESEARCH CENTER
THE UNIVERSITY OF TEXAS**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**EAST CAMPUS PARKING GARAGE
UNIVERSITY OF TEXAS AT AUSTIN**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**WELCH HALL RENOVATION
UNIVERSITY OF TEXAS AT AUSTIN**
COMMISSIONING - MECHANICAL
ENGINEER
Austin, TX

**DKR STADIUM SEZ RENOVATION
THE UNIVERSITY OF TEXAS**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**HIGHLAND CAMPUS, PHASE II
AUSTIN COMMUNITY COLLEGE**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**RIO GRANDE CAMPUS
BUILDING 1000 RENOVATION
AUSTIN COMMUNITY COLLEGE**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

EXPERIENCE



KELLEY DUGOSH

Mechanical, Plumbing, Controls

Kelley is a mechanical engineer with more than six years of professional and academic experience. He has been a key member in commissioning mechanical, electrical and plumbing systems for clients including the University of Texas, Austin Community College, and the City of Austin. Kelley has commissioned, tested and provided troubleshooting for systems including HVAC, air handlers, terminal units, building automation/control systems, variable frequency drives, domestic hot water systems, heating hot water systems and chilled water systems. His experience includes design review, script writing, systems manual development, client and team member coordination and final performance testing.

EDUCATION

BS, Mechanical Engineering,
The University of Texas at Austin

AS, Engineering,
San Antonio College

EXPERIENCE

6 years

AFFILIATIONS

American Society of Mechanical
Engineers (ASME)

Project Experience

**LEANDER CAMPUS
AUSTIN COMMUNITY COLLEGE**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**EAST CAMPUS PARKING GARAGE
THE UNIVERSITY OF TEXAS**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**WELCH HALL RENOVATION
THE UNIVERSITY OF TEXAS**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**ENGINEERING, EDUCATION, AND
RESEARCH CENTER
THE UNIVERSITY OF TEXAS**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**DELL MEDICAL SCHOOL HEALTH
TRANSFORMATION BUILDING
UNIVERSITY OF TEXAS AT AUSTIN**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**DELL MEDICAL SCHOOL HEALTH
DISCOVERY BUILDING
UNIVERSITY OF TEXAS AT AUSTIN**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**DELL MEDICAL SCHOOL HEALTH
LEARNING BUILDING
UNIVERSITY OF TEXAS AT AUSTIN**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**RBRH GRADUATE SCHOOL OF
BUSINESS
THE UNIVERSITY OF TEXAS**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX

**NEW CENTRAL LIBRARY
CITY OF AUSTIN**
COMMISSIONING - MECHANICAL
COMMISSIONING SPECIALIST
Austin, TX



PHILLIP ROTH, QCxP

Mechanical, Plumbing, Controls

Phillip has focused on management for the technical commissioning and retro-commissioning of building MEP systems, resource allocation, quality control, quality assurance projects, and LEED rating system bringing together more than 36 years of industry experience. His background includes new and renovated schools; numerous municipal, commercial, healthcare, research laboratory, and higher education clients.

He is adept in analytical analyses of existing mechanical system and systems in the design stages and their components. His capabilities include DDC programming, preventative maintenance and architecture analysis of various system components as well as pneumatic control integration to DDC, for a variety of control systems, including Alerton, Johnson, Delta and Siemens.

EDUCATION

Commissioning Process for Existing Buildings; Commissioning Process for Delivering Quality Constructed Projects, University of Wisconsin-Madison

EXPERIENCE

36 years

REGISTRATIONS

Qualified Commissioning Process Provider - University of Wisconsin - Madison Department of Engineering Professional Development

AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers

Project Experience

K-12 SCHOOL FACILITIES, NEW AND RENOVATION*

LOUISIANA DEPARTMENT OF EDUCATION RECOVERY SCHOOL DISTRICT AND ORLEANS PARISH SCHOOL BOARD

COMMISSIONING - COMMISSIONING SPECIALIST

Various, Louisiana

SAN GABRIEL CAMPUS AUSTIN COMMUNITY COLLEGE

COMMISSIONING - COMMISSIONING SPECIALIST

Leander, TX

RIO GRANDE CAMPUS BUILDING 1000 RENOVATION

AUSTIN COMMUNITY COLLEGE

COMMISSIONING - COMMISSIONING SPECIALIST

Austin, TX

HILTON COLLEGE RENOVATION & EXPANSION

UNIVERSITY OF HOUSTON SYSTEM

COMMISSIONING - COMMISSIONING SPECIALIST

Houston, TX

STUDENT WELLNESS & SUCCESS CENTER

UNIVERSITY OF HOUSTON SYSTEM

COMMISSIONING - COMMISSIONING SPECIALIST

Houston, TX

LABORATORY SCHOOLS ADDITION AND RENOVATIONS*

UNIVERSITY OF CHICAGO

COMMISSIONING SPECIALIST

Chicago, IL

ART & DESIGN BUILDING WEST ADDITION*

SOUTHERN ILLINOIS UNIVERSITY

COMMISSIONING SPECIALIST

Carbondale, IL

HARRISON SPORTS ARENA*

MISSISSIPPI VALLEY STATE UNIVERSITY

COMMISSIONING - PROJECT

MANAGER

Itta Bena, MS

NANOTECHNOLOGY LABORATORY*

GEORGIA TECH

COMMISSIONING - PROJECT

MANAGER

Atlanta, GA

* Project under previous employment



JOHN GARDNER, CBCP, EBCP

Electrical Commissioning

John has over 30 years of experience in project design, construction, project management and project commissioning. He has extensive experience in construction and commissioning project management overseeing the installation of electrical systems, emergency generator power systems, fire alarm systems, mechanical/electrical equipment start-up and checkout, and commissioning procedure development. John has extensive commissioning experience including specification writing, design reviews, submittal reviews, writing, witnessing and performing Verification Test Procedures, management and troubleshooting. John's healthcare experience encompasses patient care, laboratory/cleanroom, research, and teaching facilities.

Project Experience

NEW NORTH HOUSTON EARLY COLLEGE HIGH SCHOOL HOUSTON INDEPENDENT SCHOOL DISTRICT
 COMMISSIONING-SR. COMMISSIONING TECHNICAL LEAD
 Houston, TX

BOOKER T. WASHINGTON HIGH SCHOOL HOUSTON INDEPENDENT SCHOOL DISTRICT
 COMMISSIONING-SR. COMMISSIONING TECHNICAL LEAD
 Houston, TX

MADISON HIGH SCHOOL HOUSTON INDEPENDENT SCHOOL DISTRICT
 COMMISSIONING-SR. COMMISSIONING TECHNICAL LEAD
 Houston, TX

HIGHLAND CAMPUS AUSTIN COMMUNITY COLLEGE
 COMMISSIONING - COMMISSIONING SPECIALIST
 Austin, TX

NORMAN HACKERMAN EXPERIMENTAL SCIENCE BUILDING / WELCH HALL 1929 WING THE UNIVERSITY OF TEXAS SYSTEM
 COMMISSIONING-SR. COMMISSIONING TECHNICAL LEAD
 Austin, TX

MOODY ARTS CENTER RICE UNIVERSITY
 COMMISSIONING-SR. COMMISSIONING TECHNICAL LEAD
 Houston, TX

PARK SCIENCE BUILDING LONE STAR COMMUNITY COLLEGE
 COMMISSIONING-SR. COMMISSIONING TECHNICAL LEAD
 Houston, TX

FOOTBALL STADIUM UNIVERSITY OF HOUSTON SYSTEM
 COMMISSIONING - LEAD COMMISSIONING SPECIALIST
 Houston, TX

EDUCATION

BS, Electrical Engineering, Louisiana State University

EXPERIENCE

30 years

REGISTRATIONS

Certified Building Commissioning Professional (No. 206)

Existing Building Commissioning Professional (No. 52)

AFFILIATIONS

Institute of Electrical and Electronics Engineers (IEEE), Member

Association of Energy Engineers (AEE), Member

American Water Works association (AWWA), Member

Water Environmental Federation (WEF), Member

Association of Water Board Directors (AWBD), Member



EDUCATION

BS, Electrical Engineering,
Marquette University

EXPERIENCE

23 years

REGISTRATIONS

Registered Professional Engineer,
Electrical: MD #41500

LISA ALLISON, PE

Electrical Commissioning

Lisa has been involved in numerous property condition assessments, and engineering design and commissioning projects over the past 23 years. She has experience in electrical, fire alarm, life safety systems, and electronic safety and security. She has worked on designs for many tenant improvement projects, mechanical installations and major equipment installations/replacements, including generators, automatic transfer switches, switchboards, motor control centers, and panelboards.

In addition to her design and investigation experience, Lisa has provided commissioning services for commercial, government, educational, healthcare, residential and transportation facilities focused primarily on electrical, fire alarm, life safety systems, and electronic safety and security. She has performed all aspects of the commissioning process including design review, plan development, development and facilitation of pre- and functional performance testing scripts, O&M manual reviews, and training. Lisa is also proficient in project management, including resource allocation, client coordination, scheduling, budgeting, and invoicing.

Project Experience

AUBURN MIDDLE SCHOOL MONTGOMERY COUNTY PUBLIC SCHOOLS

COMMISSIONING - ELECTRICAL
ENGINEER
Riner, VA

FREDERICK COUNTY MIDDLE SCHOOL FREDERICK COUNTY PUBLIC SCHOOLS

COMMISSIONING - ELECTRICAL
ENGINEER
Clear Brook, VA

ELEMENTARY SCHOOLS 23, 28 LOUDOUN COUNTY PUBLIC SCHOOLS

COMMISSIONING - PROJECT MANAGER/
ELECTRICAL ENGINEER
Loudoun County, VA

BROAD RUN HIGH SCHOOL LOUDOUN COUNTY PUBLIC SCHOOLS

COMMISSIONING - PROJECT MANAGER/
ELECTRICAL ENGINEER
Ashburn, VA

GOSHEN POST-ELEMENTARY SCHOOL LOUDOUN COUNTY PUBLIC SCHOOLS

COMMISSIONING - PROJECT MANAGER/
ELECTRICAL ENGINEER
Aldie, VA

TUSCARORA HIGH SCHOOL LOUDOUN COUNTY PUBLIC SCHOOLS

COMMISSIONING - PROJECT MANAGER/
ELECTRICAL ENGINEER
Leesburg, VA

BRIAR WOODS HIGH SCHOOL LOUDOUN COUNTY PUBLIC SCHOOLS

COMMISSIONING - PROJECT MANAGER/
ELECTRICAL ENGINEER
Ashburn, VA

BLACKSBURG HIGH SCHOOL MONTGOMERY COUNTY PUBLIC SCHOOLS

COMMISSIONING - ELECTRICAL
ENGINEER
Blacksburg, VA



EDUCATION

BS, Electrical Engineering,
Michigan Technological
University

EXPERIENCE

34 years

WILLIAM HILLARD

Electrical Commissioning

Bill has been active in installation, repair, operation/maintenance, and field verification testing of industrial plant and utility electrical equipment for more than 34 years. His experience includes electrical system commissioning, electrical generation, distribution system maintenance and emergency repairs, system troubleshooting, utility interconnections and agreements, industrial plant design, and capital planning.

His experience has refined his ability to commission electrical projects that include normal and emergency power transmission and distribution systems for on-site generation and uninterruptible power supply systems. He brings strong technical understanding combined with the ability to work within a team environment to lead the successful commissioning of complex projects.

Project Experience

**ELEMENTARY SCHOOL (ES 23)
LOUDOUN COUNTY PUBLIC
SCHOOLS**

COMMISSIONING - PRINCIPAL-IN-CHARGE
Loudoun County, VA

**TUSCARORA HIGH SCHOOL
LOUDOUN COUNTY PUBLIC
SCHOOLS**

COMMISSIONING - PRINCIPAL-IN-CHARGE
Leesburg, VA

**BRIAR WOODS HIGH SCHOOL
LOUDOUN COUNTY PUBLIC
SCHOOLS**

COMMISSIONING - PRINCIPAL-IN-CHARGE
Ashburn, VA

**HERITAGE HIGH SCHOOL
LOUDOUN COUNTY PUBLIC
SCHOOLS**

COMMISSIONING - PRINCIPAL-IN-CHARGE
Leesburg, VA

**HIGH SCHOOL
STATE COLLEGE AREA SCHOOL
DISTRICT**

COMMISSIONING - PRINCIPAL-IN-CHARGE
State College, PA

**ROCKY RUN MIDDLE SCHOOL
FAIRFAX COUNTY PUBLIC SCHOOLS**

COMMISSIONING - PRINCIPAL-IN-
CHARGE
Chantilly, VA

**ENERGY ENGINEERING BUILDING
THE UNIVERSITY OF TEXAS AT
AUSTIN**

COMMISSIONING - ELECTRICAL
ENGINEER
Austin, TX

**DKR STADIUM SOUTH END ZONE
ADDITION
THE UNIVERSITY OF TEXAS AT
AUSTIN**

COMMISSIONING - ELECTRICAL
ENGINEER
Austin, TX

**BUILDING 1000 RENOVATION
AUSTIN COMMUNITY COLLEGE
DISTRICT**

COMMISSIONING - ELECTRICAL
ENGINEER
Austin, TX

RESIDENCY

TEXAS-BASED, NATIONALLY STRONG

NV5's Texas operations are based in our Austin office which manages and executes commissioning projects on a full-time basis. Additional resources are available from our Houston office, in addition to over 60 commissioning personnel staffed throughout our national network. Many of our S/M/WBE/HUB teaming partners are based in the Dallas/Fort Worth, Austin, and Houston markets.