

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For JOB ORDER CONTRACTING – 1012116

### General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

#### Definitions

**CITY COST INDEX**, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

**CLIENT MEMBER** is any ISD/USD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TIPS via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client.

In other states, the client is responsible for meeting their state requirements.

**COEFFICIENT** is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

**DELIVERY ORDER (DO)** is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client for the PO.

**JOB ORDER** is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which, upon agreement to by the client member, becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

**JOB ORDER CONTRACTING (JOC)** is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

**JOB ORDER PROPOSAL** is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

**JOB ORDER PROPOSAL REQUEST** is originated from the client and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

**NON PRE-PRICED ITEMS** are those items that cannot be found or reasonably compared to listed line items in the UPB.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the member entity for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

**UNIT PRICE BOOK (UPB)** will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

**PURCHASE ORDER** is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**SCOPE OF WORK (SOW)** is the specific work that has been agreed to be undertaken and accomplished under the TIPS contract via the delivery order process.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

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

### Contracts

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

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### **Tax exempt status**

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

### **Assignments of contracts**

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

### **Disclosures**

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

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking

number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

### **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

### **Participation Fees**

Vendor agrees to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor is responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, 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. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

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

**Miscellaneous**

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 contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing Deviation**

If a deviation of pricing on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

### **TIPS Member Purchasing Procedures**

Proposal Process: Vendor gives TIPS member scope of work and price.

Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

## **Licenses**

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

## **Novation**

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

## **Site Requirements (when applicable to service or job)**

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

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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

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



### **Stored materials**

Upon prior written agreement between the contractor and Member, payment may be for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss or damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must allow reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Upon final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

### **Smoking**

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

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

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

### **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 RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

# SERVICES

It is the intention of TIPS to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of TIPS member, provide these products and/or covered services under the terms of this CONTRACT and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking electronically sealed proposals for job order contracts for this procurement in accordance with Texas Government Code Chapter 2269, Subchapter (I) Job Order Contracting. The purpose of this procurement is to award job order contract(s) for the minor construction, repair, rehabilitation, or alternation of a facility for work of a recurring nature in which the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

## Information to Bidders

TIPS intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovation, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities.

The contractor agrees to use, as required, Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS client members. The client member must supply any Davis Bacon or local wage rates requested.

The current annual edition of RS Means and quarterly adjustments will be the UPB used.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line

item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

RS Means will be the unit price for this contract using the RS Means right hand column ("Total Inc. O&P") and the most recent edition including any quarterly RS Means 12-digit line number. Contractors, at their expense, will make copies of the UPB available to the client member upon request via electronic or printed media.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or delivery order manager and/or superintendent at all times during construction. Unless this is very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingences. The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the statutory requirements. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractor's coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TIPS.

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the client member and added to the purchase order.

## SCOPE OF SERVICES

The specific scope of work for each job order shall be determined in advance and in writing between TIPS Client Member and Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## CONTRACT AND DOCUMENTS

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any adjustments which have been issued.

## PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record

documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.

Contractors will be required to submit Job Order proposals and shall provide a line estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

When design work is necessary, the A/E selection shall confirm and be based upon qualifications of the design personnel according to applicable state law for selection. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and interlocal requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and client member.

## **SCHEDULING OF PROJECTS**

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The

construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

## **SUPPORT REQUIREMENTS**

If there is a dispute between the contractor and client, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the contractors TIPS project files, documentation and correspondence.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibilities.

Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. "Other software" than one of the four software programs listed above **must be approved by TIPS.**

## Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:





# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

## Supplier Information

Company McKinstry Essention, LLC  
 Address 13465 Midway Road, Suite 100  
 Dallas, TX 75244  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (972) 532-4290  
 Fax 1 (972) 239-8835  
 Email  
 Submitted 12/11/2015 10:45:12 AM CT  
 Total \$0.00

Signature Michael Grabham

Email lindsay@mckinstry.com

## Supplier Notes

Please let us know if you have any questions or need additional information. Thank you for the opportunity.

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	TX, OK, AR, MO
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.)	The McKinstry family of companies provides full design, build, operate, and maintain (DBOM) services as well as ESCO services. McKinstry's professional staff and trades people deliver a variety of services including energy efficiency services and finance, issue management, and onsite facility management through McKinstry Essention, LLC; and mechanical engineering, construction, architectural metals, and 24/7 maintenance through McKinstry Co, LLC. We advocate collaborative and sustainable solutions designed to ensure improved systems efficiency, occupant comfort, reduce facility operational costs and optimize client profitability for the life of their building and systems. We have a wealth of experience with renewable energy systems, and offer our clients vendor-neutral solutions.
6	Primary Contact Name	Primary Contact Name	Michael Grabham
7	Primary Contact Title	Primary Contact Title	Regional Director
8	Primary Contact Email	Primary Contact Email	michaelg@mckinstry.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9724994277
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9724997949
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2142130906
12	Secondary Contact Name	Secondary Contact Name	Quinn Tolbert
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	quinnt@mckinstry.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2818096682
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9724997949

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9366896202
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Lindsay Garner
19	Admin Fee Contact Email	Admin Fee Contact Email	lindsayg@mckinstry.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142086473
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Lindsay Garner
22	Purchase Order Contact Email	Purchase Order Contact Email	lindsayg@mckinstry.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142086473
24	Company Website	Company Website (Format - www.company.com)	www.mckinstry.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	46-1563231
26	Primary Address	Primary Address	13465 Midway Road, Suite 100
27	Primary Address City	Primary Address City	Dallas
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75244
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	performance contracting, building automation, green building design, renewable energy, facilities management, construction solutions, renewable energy, commissioning/start-up, design-build
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Dallas
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No

37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	10
44	Years Experience	Company years experience in this category?	55
45	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

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Line Items

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Response Total: \$0.00

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# CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: McKinstry Essention, LLC

Mailing Address: 13465 Midway Road, Ste 100

City: Dallas


State: Texas

Zip: 75244

Telephone Number: (972) 679-6265

Fax Number: (972) 499-7918


Email Address: michaelg@mckinstry.com


Authorized Signature: 

Printed Name: Michael Grabham

Position: Director, South Region

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 1/21/16  
TIPS Authorized Signature Date

 1/21/16  
Approved by Region VIII ESC Date

<b>References</b>
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**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Haskell CISD	Haskell	Texas	Bill Alcorn	940.864.2602
Devine ISD	Devine	Texas	Linda McAnelly	830.663.3611
Lake Dallas ISD	Lake Dallas	Texas	Wes Eversole	940.497.4039
Rolling Plains Memorial Hospital	Sweetwater	Texas	Donna Boatright	325.253.1701



# Company Profile

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## COMPANY PROFILE

Please provide the following:

1. COMPANY'S OFFICIAL REGISTERED NAME.

McKinstry Essention, LLC

2. BRIEF HISTORY OF YOUR COMPANY, INCLUDING THE YEAR IT WAS ESTABLISHED.

McKinstry Co., LLC originated in 1960 as a Seattle area plumbing and piping contractor. As the business developed and the customer-base expanded, the company's founders recognized the need for a provider that took a systems-based approach to operating and maintaining the complex mechanical and electrical infrastructure. McKinstry Co., LLC began expanding plumbing and piping services to eventually include sheet metal (HVAC), fire protection, temperature and fire/life safety controls, electrical, data services, audio/visual and architectural metals. The company pioneered the design-build method of specialty construction in the Northwest.

In 2000, McKinstry Co., LLC's predecessor began offering energy savings performance contracting (ESPC) services, eventually transitioning that business line to an affiliated company, McKinstry Essention. Today, McKinstry Essention, LLC is not only a leader in ESPC, but also has a wealth of additional services such as design and energy engineering, commissioning and retro-commissioning, measurement and verification, warranty and issue management, utility bill tracking, and behavior-based energy savings programs that truly meet all of your facility needs. We are your single point of accountability.

McKinstry Essention began expanding beyond the Pacific Northwest and in 2007 we established offices in Colorado, Texas, Wisconsin, and Minnesota, and into Montana in 2008. In 2010 we added a California office. In 2012 we added a Missouri office, and in 2013 we added offices in Arizona, Utah, and Iowa. In 2015 we added a second California office. Today, the McKinstry family of companies has 26 offices across the United States.

3. CORPORATE OFFICE LOCATION.

Corporate Office  
McKinstry Seattle  
5005 Third Avenue South  
Seattle, WA 98134  
Phone: 206.762.3311



# Company Profile

4. LIST THE TOTAL NUMBER OF SALES PERSONS EMPLOYED BY YOUR ORGANIZATION WITHIN THE UNITED STATES, BROKEN DOWN BY MARKET.

McKinstry has over 100 employees working in the business development professions throughout the United States. In Texas, we have 7 Account Executives and Sales Managers.

MARKET	NUMBER OF SALES PROFESSIONALS
K-12	6
Municipal/County	6
Healthcare	3
Higher Education	1
Total Sales Professionals in Texas	7

5. LIST THE NUMBER OF LOCATION OF OFFICES, OR SERVICE CENTERS FOR ALL STATES BEING BID IN SOLICITATION. ADDITIONALLY, LIST THE NAMES OF KEY CONTACTS AT EACH LOCATION WITH TITLE, ADDRESS, PHONE AND E-MAIL ADDRESS.

#### **DALLAS, TX OFFICE**

13465 Midway Road, Ste 100  
Dallas, TX 75244  
Phone: 972.532.4290

#### **SAN ANTONIO, TX OFFICE**

20658 Stone Oak Parkway, Ste 103  
San Antonio, TX 78258  
Phone: 210.301.7174

#### **HOUSTON, TX OFFICE**

440 Benmar Drive, Ste 3360  
Houston, TX 77060  
Phone: 281.809.6680



# Company Profile

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Key Contacts for all locations:

Michael Grabham: Regional Director  
13465 Midway Road, Ste 100, Dallas, TX 75244  
#972.532.4277  
[michaelg@mckinstry.com](mailto:michaelg@mckinstry.com)

Lindsay Garner: Sr. Business Operations Analyst  
13465 Midway Road, Ste 100, Dallas, TX 75244  
#972.532.4282  
[lindsayg@mckinstry.com](mailto:lindsayg@mckinstry.com)

6. PLEASE PROVIDE CONTACT INFORMATION FOR THE PERSON(S) WHO WILL BE RESPONSIBLE FOR THE FOLLOWING AREAS, INCLUDING RESUMES:

- A. Sales: Michael Grabham, #972.532.4277, [michaelg@mckinstry.com](mailto:michaelg@mckinstry.com)
- B. Sales Support: Quinn Tolbert, #281.809.6683, [quinnt@mckinstry.com](mailto:quinnt@mckinstry.com)
- C. Marketing: Lindsay Garner, #972.532.4282, [lindsayg@mckinstry.com](mailto:lindsayg@mckinstry.com)
- D. Financial Reporting: Lindsay Garner, #972.532.4282, [lindsayg@mckinstry.com](mailto:lindsayg@mckinstry.com)
- E. Executive Support: Lindsay Garner, #972.532.4282, [lindsayg@mckinstry.com](mailto:lindsayg@mckinstry.com)

Resumes are attached at the end of this document.

7. DEFINE YOUR STANDARD TERMS OF PAYMENT.

Terms of payment are negotiated with each client as necessary. Our standard terms and payments are provided below.

Terms: Net 30 days from the date of invoice, monthly billing as the job progresses.

Payments: At a minimum, payments will be made in the amount of 100%, less retention of five percent per the contract, at the completion and implementation of any individual Facility Improvement Measure (FIM) in the amount of that FIM as delineated in the contract. If more than one FIM is completed in a monthly period, all of those FIMs will be paid.

8. OVERALL ANNUAL SALES FOR THE LAST THREE (3) YEARS; 2013, 2014, 2015

2013: \$235,300,000

2014: \$232,600,000

2015: Unknown, still in fiscal year



# Company Profile

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## 9. WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS?

An industry leader, McKinstry pioneered integrated delivery and was the first mechanical contractor to bring designers and engineers under one roof to create a model of design-build-operate-and-maintain for optimal operation and best efficiency. McKinstry's full range of in-house capabilities and expertise – which includes all aspects of engineering and construction services in addition to sustainability consulting, energy and facility services – provides clients with a single-source of accountability on any project.

For McKinstry, integrated delivery is more than a business methodology, it is a philosophy that is reflected in everything the company does: from how it approaches the built environment to how it relates to its employees. The proximity of McKinstry's variously skilled trades people and their consistent interaction with one another facilitates smooth communication on each job, which in turn drives waste and redundancy out of the design/build process to save clients time and money, and provide them with high performance facilities that continue to perform optimally over time.

Performance-based design-build mandates a vendor-, equipment-, design-, and/or fuel-neutral process. Final designs and equipment selection should be determined solely on their own merit and lifecycle performance. McKinstry is strictly vendor-, equipment-, design-, and fuel-neutral; there are no pre-conceived biases for one solution over another. We make decisions using an integrated design and delivery process in close collaboration with the owner to ensure the best solution is implemented.

## MARKETING/SALES

### 1. DETAIL HOW YOUR ORGANIZATION PLANS TO MARKET THIS CONTRACT WITHIN THE FIRST 90 DAYS OF THE AWARD DATE. THIS SHOULD INCLUDE, BUT NOT BE LIMITED TO:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows

McKinstry always offers procurement through TIPS/TAPS as an option during the contract process with clients. To market our affiliation and contracts with TIPS/TAPS, we display a TIPS/TAPS sign at relevant tradeshows we attend, we market this procurement method in our marketing collateral campaigns and we include this method of procurement as a preferred method in our presentations and reports to clients. We will also consider adding TIPS/TAPS advertising in all future collateral for distribution to clients, and at tradeshows and industry events.



# Company Profile

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2. DESCRIBE HOW YOUR COMPANY WILL DEMONSTRATE THE BENEFITS OF THIS CONTRACT TO ELIGIBLE ENTITIES IF AWARDED.

McKinstry is well-versed in touting the advantages of Energy Savings Performance Contracting programs to clients who may be unfamiliar with the process. We first build relationships and then support those relationships with presentations and collateral (rack cards, case studies, website, etc.) that demonstrate the benefits of performance contracting. We have been one of the fastest growing providers of ESPC services in the nation due to our ability to successfully market the advantages not only of the program itself, but of working with an integrity-rich company like McKinstry.

3. EXPLAIN HOW YOUR COMPANY PLANS TO MARKET THIS AGREEMENT TO EXISTING GOVERNMENT CUSTOMERS.

McKinstry's interest in TIPS/TAPS has been driven by our existing customer base of government customers. Many of our customers are seeking any and all procurement mechanisms that will allow them to extend existing ESPC projects or pursue the development of second and third phase performance contracts. McKinstry's initial focus following contract award will be to advertise the TIPS/TAPS procurement mechanism to our existing government client base (municipal, K-12, higher education, and healthcare). McKinstry will in particular advertise our status as a TIPS/TAPS vendor to current clients who are already approved members TIPS/TAPS. For those existing clients who are not currently TIPS/TAPS members, we will market both our status with TIPS/TAPS and the procurement and management benefits available to TIPS/TAPS members. McKinstry will also help facilitate client membership application to TIPS/TAPS if desired.

4. PROVIDE THE REVENUE THAT YOUR ORGANIZATION ANTICIPATES FOR THE FIRST THREE (3) YEARS OF THIS AGREEMENT.

\$ 5M in year one

\$ 5M in year two

\$ 10M in year three



# Michael Grabham, EIT, CEA, CEM, CDSM



## EDUCATION

- Baylor University, BS in Mechanical Engineering

## ACCREDITATIONS

- Engineer in Training (EIT)
- Certified Energy Auditor (CEA)
- Certified Energy Manager (CEM)
- Certified Demand Side Manager (CDSM)

## AFFILIATIONS

- Association of Energy Engineers (AEE)

## QUALIFICATIONS

- Proposal Development
- Implementation
- Strategic Planning
- Service
- Measure and Verification Development
- Financing
- Grant Writing

## TENURE

Michael Grabham has 15 years of industry experience.

## DIRECTOR, SOUTH REGION

Michael oversees all project activities including review and oversight of the measurement and verification of savings after a project is implemented. His responsibility is the management oversight for both the development and implementation of energy efficiency programs, projects, and services. He is directly involved in energy savings calculations, scope selection, proposal development, scope implementation, and ensuring the highest level of customer satisfaction.

Michael has 15 years of performance contracting experience focused in K-12, higher education, commercial office, and city and county government sectors throughout the United States. He has helped develop and implement over \$200 million in utility savings projects to a variety of clients. Michael's prior experience includes Senior Energy Engineer for TAC Americas and Manager of Development for Transcend Equity Development Corporation.

Michael is a registered engineer in training and holds Certified Energy Manager, Certified Demand Side Manager, and Certified Energy Auditor accreditations.

## PROJECT EXPERIENCE

### MUNICIPAL

#### **Brown County, Brownwood, TX**

*Ph. 1 ESPC \$5,999,795 – Ongoing*

Project includes energy savings, safety, and renovation measures at multiple county facilities. Scope includes HVAC replacements, DDC HVAC controls, and building envelope, lighting and water conservation improvements to reduce energy usage along with general renovations including electrical upgrades and foundation repairs.

*Ph. 2 \$1,258,000 – Ongoing*

High performance design build re-using the County's property and existing building footprint for construction of new Elections and Treasury Office.

#### **City of Corpus Christi, Corpus Christi, Texas**

*Ph. 1 ESPC \$7,000,000 — 2011*

Developed an ESPC for the City including lighting, controls, new equipment, and other measures. The Project covered seven different facilities. The project will self-fund and payback within 10 years.

*Ph. 2 ESPC - \$7,709,592 - 2015*

Energy savings performance contract consisting of renovations to existing HVAC controls, building envelope, lighting, and domestic water systems for over 70 City buildings.

#### **City of Hearne, TX**

Operations Lead for Water Meter Replacement Project providing new automatic meter reading technology deployed throughout the city.

#### **City of Grand Prairie, TX**

Operations Lead for Energy Savings Performance Contract. Scope includes Solar Thermal, Solar Photovoltaic, Energy Management System Installations, Cool Roofing, HVAC System Replacements, Lighting Retrofits & LED Lighting Applications. Project was funded through multiple sources including ARRA Grant funds, Texas Distributed Renewable Grant, Rebates and Incentives and traditional financing.

***City of Duncanville, TX***

Operations Lead for Energy Savings Performance Contract. Scope includes Solar Photovoltaic systems. Project is funded through the Texas Distributed Renewable Energy Technology Grant which McKinstry successfully sought for this client. This grant provided over 1 million dollars in funding from the State of Texas

***City of Sugar Land, TX***

Operations Lead for Energy Savings Performance Contract. Scope includes Solar Photovoltaic, Energy Management System Installations, Lighting Retrofits & LED Lighting Applications.

***City of Henrietta, TX***

Operations Lead for Energy Savings Performance Contract. Scope includes Solar Photovoltaic systems. Project is funded through the Texas Distributed Renewable Energy Technology Grant which McKinstry successfully sought for this client. This grant provided 200,000 dollars in funding from the State of Texas.

***Cameron County, TX***

Operations Lead for Energy Savings Performance Contract. Scope includes Solar Photovoltaic systems. Project is funded through the Texas Distributed Renewable Energy Technology Grant which McKinstry successfully sought for this client. This grant provided over 1.7 million dollars in funding from the State of Texas.

***City of Pasadena, TX \****

Operations Lead for Energy Savings Performance Contract. Scope includes Energy Management System Installations, HVAC System Replacements, Lighting Retrofits & Wastewater Treatment Plant modifications. Project is funding through multiple sources including ARRA Grant funds, Rebates and Incentives and traditional financing.

***City of Frisco, TX\****

ARRA Grant Consulting Services

***Bexar County, TX***

ARRA Grant Consulting Services

***K-12***

***Haskell CISD, Haskell, TX***

*Haskell CISD — \$1,425,559 — 2015*

Oversight of account management and project development for district renovations including improvements of the lighting system, HVAC systems, HVAC system controls, fresh air intake systems, water conservation, and building envelope improvements.

**Orangefield ISD, Orangefield, Texas**

Orangefield, Texas — \$2,184,234 — 2015

District-wide ESPC including chilled water plant and distribution plant improvements at the high school, controls upgrades at the elementary and high schools, and computer power management.

**Devine ISD, Devine, TX**

Devine ISD HVAC Upgrades — \$33,420 — 2013

Performed HVAC upgrades, fully funded by the State Energy Conservation Office (SECO) Public ISD HVAC Grant program.

**Jourdanton ISD, Jourdanton, TX**

Jourdanton ISD ESPC — \$2,224,870 — 2013

Renovations to existing HVAC, controls, plumbing, electrical, and lighting systems. Project also includes ancillary and adjacent work intended to improve building envelope deficiencies, improve HVAC zoning, reduce fuel usage, and improve the overall campus environment.

**Goose Creek CISD, Baytown, TX**

Goose Creek CISD ESPC — \$4,866,124 — 2012

Project included lighting efficiency improvements, water improvements, computer power management, HVAC systems efficiency improvements, and controls redesign. McKinstry worked with the District to apply for the State Energy Conservation Office (SECO) LoanSTAR program and helped them receive \$5M in LoanSTAR funding.

**Hardin ISD, Hardin, Texas**

Project Amount \$1,668,980 — 2012

Energy savings performance contract – Developed an ESPC for Hardin ISD including lighting, controls, new equipment, and other measures. The project will self-fund and payback within 15 years.

**Sweetwater ISD, Sweetwater, Texas**

Project Amount \$2,280,650 — 2012

Energy savings performance contract – Developed an ESPC for school district including lighting, controls, new equipment, fuel storage, and other measures. The project will self-fund and payback within 15 years.

**Rotan ISD, Rotan, Texas**

Project Amount \$1,726,560 — 2012

Energy savings performance contract – Developed an ESPC for the school district including lighting, controls, new equipment, and other measures. The project will self-fund and payback within 15 years.

**Sinton ISD**

Project Amount \$460,350 — 2011

SECO Grant – Replaced 32 packaged rooftop HVAC units at no cost to the school district.



***Devine Independent School District***

Operations Lead for Energy Savings Performance Contract. Scope included Energy Management System Installations, HVAC System Replacements, and Lighting. Project funded through Texas LoanSTAR program.

***Ben Bolt-Palito Blanco Independent School District***

Operations Lead for Energy Savings Performance Contract. Scope includes Energy management System Installations, HVAC System Replacements, Lighting Retrofits.

***Harlandale Independent School District\****

Operations Lead for HVAC system install at 20 schools throughout the district.

**HIGHER EDUCATION**

***Tarleton State University, Stephenville, TX***

*Tarleton State University – \$798,000 – 2015*

Director of Operations responsible for oversight of project implementation including the drilling for a new well to provide make-up water for cooling tower. Total scope includes new well, cooling tower water storage tank, storage tank pump, piping, controls, and electrical. The existing well will be plugged and the pump will be removed.

***Lamar University, Beaumont TX\****

As part of the TAC Americas team, Michael was Lead Energy Engineer who developed the conceptual design for a 15 million dollar Energy Savings Performance Contract that included new HW plant and piping distribution system for majority of the buildings on campus. The project also included the replacement of over 50 chilled water air-handling units requiring weekend change outs with minimal downtime.

***Texas Woman's University, Denton TX\****

As part of the TAC Americas team, Michael was Lead Project Engineer responsible for conceptual design and software programming for campus wide energy management installation. This included the programming and commissioning of a new 2000-ton chilled water plant.

**BIOMEDICAL**

***Texas Biomedical Research Institute, San Antonio, Texas***

*Project Amount \$865,277 – 2012*

Energy savings performance contract – Developed an ESPC for the research park including lighting, controls, new equipment, and other measures. The project will self-fund and payback within 10 years.

**HEALTHCARE**

***Ochiltree General Hospital, Perryton, TX***

*Ph. 1 ESPC – \$4,367,407 – 2015*

Energy savings performance contract project included improvements to the lighting system, normal power electrical distribution system, emergency power electrical distribution system, HVAC systems, HVAC system controls, exhaust systems, potable water storage system, water conservation, and a lobby/office renovation.

*Ph. 2 ESPC – \$5,998,937 – ongoing*

Energy savings performance contract project including improvements to boiler plant, air handling equipment and air distribution system, exhaust fans, and the connection of critical equipment to the emergency backup generator.

***Pecos County Memorial Hospital, Fort Stockton, TX***

*Phase 1 ESPC – \$999,738 – 2015*

Energy savings performance contract project consisting of renovations to the existing HVAC, patient room renovation, and controls.

***Rolling Plains Memorial Hospital, Sweetwater, TX***

*ESPC Ph. 1 – \$2,398,275 – 2011*

Energy Performance Contract which included a full HVAC remodel and design to operate VAV boxes, new boilers, new dx rooftop units and install of a fire suppression and alarm system.

*Ph. 2 – \$1,728,362 – 2012*

Design-build project comprised of a full remodel and renovation of 23,000 sq. ft. of medical surgery beds as well as a complete demolition and rebuild of nurse's stations. The remodel included new floor coverings, fire suppression & alarm system, upgrade to the existing medical gas system, new ADA compliant patient rooms, new TDH compliant isolation rooms as well as a full upgrade of several treatment rooms to current JACHO healthcare standards while maintaining a compliant and fully operation Hospital.

*Ph. 3 – \$4,500,000 – 2013*

Design-build performance contract comprised of a new 18,000 sq. ft. medical office building adjacent to the existing medical office building with a remodel and renovation of the existing building upon completion of the new. This was the first DBPC project in Texas.

*Ph. 3.5 – \$2,017,398 – 2013*

Design-build project for new cardiac rehabilitation addition to existing hospital.

*Ph. 4 – \$18,770,544 – ongoing*

Project consisting of new construction, renovation, and energy efficiency measures. New construction consists of dialysis, MRI, labor and deliver, and nursing administration spaces. The ICU, surgery department, laboratory, front entry, dining room, business office, and pharmacy areas will all be included in the renovations. The project will include over 40,000 square feet of work.

***Haskell Memorial Hospital***

*Ph. 1 ESPC – \$4,020,458 – 2013*

Energy savings performance contract for renovations to the existing HVAC, controls, lighting systems, electrical system, fire protection system, and asbestos removal as required to perform such work. The improvements are projected to produce over \$12,906 of annual energy savings to Haskell Memorial Hospital including an annual savings of 159,737 kWh and 320 kW.

*Ph. 2 Design-Build - \$4,055,250 – 2015*

Design-build project for hospital expansion including a new emergency room and urgent care. Over 9,400 square foot project.

**Seymour Hospital**

*Phase 1 ESPC – \$3,376,972 – 2013*

This project includes renovations to the existing HVAC, controls, and lighting systems. The improvements are projected to produce over \$50,874 of annual energy savings with savings of \$232,185/year based on a reduced repair costs and future avoided capital expenditures.

*Phase 2 ESPC – \$2,706,043 – 2014*

This project includes the construction of a new Cardiac Rehabilitation/Wellness Center Building, as well as renovation of four patient rooms to be utilized as two offices and a doctor's lounge. The improvements are projected to produce over 8,364 kWh and 137 Therms of annual energy savings. This equates to savings of \$1,195.00 per year.

**Seminole Hospital, Seminole, Texas**

*Project Amount \$2,865,650 — 2012*

Energy savings performance contract – Developed an ESPC for the hospital including lighting, controls, new equipment, complete HVAC system upgrade of nursing home and other measures. The project will self-fund and payback within 15 years.

**COMMERCIAL OFFICE**

**Corporate Office Properties Trust\***

Manager of Development Services for multiphase, multi-million dollar energy project implemented portfolio wide with this REIT. Project included Lighting Retrofits, Energy Management System installations, Hot Water Plant installations, Chilled Water Plant installations, and HVAC system replacements.

**Bank of America, Ft. Worth TX\***

Measurement and Verification Specialist responsible for accurate reporting of savings achieved by energy project and real time monitoring to ensure savings occur on an ongoing basis.

\* project completed with prior employer

# Quinn Tolbert, LEED® AP



## EDUCATION

- Texas A&M University  
B.S. in Industrial Distribution

## ACCREDITATIONS OR AFFILIATIONS

- LEED® AP

## QUALIFICATIONS

- Performance-Based Contracting
- Energy and Resource Conservation
- Innovative Financing
- EMCS System Evaluation
- Demand Side Management
- Utility Rebates
- Directed Engineering Studies
- Facility Auditing
- Grant Writing and Acquisition
- LEED® Certification
- Retro-Commissioning

## TENURE

Quinn has worked in the industry since 2005.

## BUSINESS DEVELOPMENT MANAGER

Quinn began his career with McKinstry in 2010 as an Account Executive. After selling successfully in the Gulf Coast market he became a Project Director, overseeing all aspects of a project from sales, development and design, construction, commissioning, and M&V. As of May 2015, became a Business Development Manager, responsible for continuing to grow our Gulf Coast presence. Quinn draws from his business and technical training to help clients make informed, critical decisions that improve operations and competitive positioning. Quinn provides a team-based, project-oriented approach and excels with a high degree of personal interaction with various stakeholders, resulting in a success oriented focus on both the project and client satisfaction.

Quinn has over ten years of performance contracting experience focused in K-12, higher education, healthcare, municipal, and county government sectors throughout Texas and Mississippi.

His expertise has supported many customers by leveraging hard-cost annual operational and utility savings provided by crucial facility upgrades. Quinn is motivated to provide clients with innovative solutions focused on reducing their utility and operational costs through various energy services offerings.

## PROJECT EXPERIENCE

### K-12

#### **Goose Creek CISD, Baytown, Texas**

*Project Amount \$4,866,124 — 2013*

Account Executive for a Retrocommissioning project on over 400K square feet of facility including lighting retrofits and an energy management control system.

#### **Sinton ISD, Sinton, Texas**

*Project Amount \$460,350 — 2011*

Account Executive and Grant Writer; Client was awarded \$400K in the Texas Cool Schools Grant Reimbursement Program towards the replacement of HVAC equipment.

#### **Warren ISD, Warren TX**

*Project Amount \$316,000 — 2012*

Account Executive and Grant Writer; Client was awarded \$300K in the Texas Cool Schools Grant Reimbursement Program towards the replacement of HVAC equipment.

#### **Rogers, TX ISD**

*Project Amount \$593,000 — 2012*

Account Executive and Grant Writer; Client was awarded \$600K in the Texas Cool Schools Grant Reimbursement Program towards the replacement of HVAC equipment.

#### **Orangefield ISD, Orangefield, TX**

#### **Hardin ISD, Hardin, TX**

#### **Spring ISD, Spring, TX**

**Liberty-Eylau ISD, Texarkana, TX**

**Devine ISD, Devine, TX**

**Jourdanton ISD, Jourdanton, TX**

**Wylie ISD, Abilene, TX**

**Big Sandy ISD, Big Sandy, TX**

**Fort Stockton ISD, Fort Stockton, TX**

**Tuloso Midway, TX ISD\***

Account Executive for a \$700K district-wide, comprehensive performance contracting project including lighting retrofits, HVAC replacements/redesigns and an energy management control system.

**Kingsville, TX ISD\***

Account Executive for a \$4M district-wide, comprehensive performance contracting project including lighting retrofits, HVAC replacements/redesigns and an energy management control system.

**Choctaw County Schools, MS\***

Account Executive for a \$700K district-wide, comprehensive performance contracting project including lighting retrofits, HVAC replacements/redesigns and an energy management control system.

**West Bolivar Schools, MS\***

Account Executive for a \$500K district-wide, comprehensive performance contracting project including lighting retrofits, HVAC replacements/redesigns and an energy management control system.

**Indianola Schools, MS\***

Account Executive for a \$1M district-wide, comprehensive performance contracting project including lighting retrofits, HVAC replacements/redesigns and an energy management control system.

#### MUNICIPAL

**City of Sugar Land, Sugar Land, TX**

*Project Amount \$781,000 — 2010*

Account Executive for a \$4M performance contracting project funded through ARRA funds. Scope included lighting retrofits and an energy management control system.

**City of Woodville, Woodville, Texas**

*Project Amount \$1,856,000 — 2012*

Installed 1349 new fixed based AMR water meters and 900 single port MXU radios to upgrade gas meters

**City of Goliad, Goliad, TX**

#### HEALTHCARE

**Harris County, TX MHMRA\***

Account Executive for a \$700K performance contracting project including lighting retrofits and an energy management control system.

**Pecos County Memorial Hospital**

*Project Amount \$999,738 — 2014*

Project Director for a Phase 1 project including DDC optimization, patient room renovation, and service contract negotiation.

\*Project completed with previous employer

# Lindsay Garner



## EDUCATION

- Baylor University  
B.B.A. in Information Systems

## SPECIALTIES

- Utility Rebates and Incentives
- Contracting Process
- Client Billings
- Grant Writing and Acquisition
- State and Federal Grant Reporting
- State and Federal Audit Assistance
- Client Grant Reimbursements
- Public Relations Initiatives
- Setup and Closeout of Construction Projects
- Performance-Based Contracting
- Energy and Resource Conservation
- Low Interest Loan Acquisition
- Innovative Financing
- Solar Photovoltaic Projects

## TENURE

Lindsay has worked in the industry since 2003.

## BUSINESS OPERATIONS ANALYST

Lindsay draws from her business and technical training to help clients pursue and secure funding for their projects, such as grants, low interest loans, and utility rebates/incentives. She provides a team-based, project-oriented approach and excels with a high degree of personal interaction with various stakeholders, resulting in a success-oriented focus on both the project and client satisfaction.

Lindsay has over nine years of performance contracting and design-build experience focused in the local government, K-12, and higher education sectors throughout Texas and New Mexico.

Lindsay is motivated to provide clients with innovative solutions focused on reducing utility and operational costs through various energy services offerings. Her expertise has supported many customers by combining annual utility and operational savings with other available funding sources to complete crucial facility upgrades.

## PROJECT EXPERIENCE

### K-12

**Savoy Independent School District, TX** – Account Executive and Grant Writer; Client was awarded \$429,148.13 in the Texas Cool Schools Grant Reimbursement Program towards the replacement of HVAC equipment.

**Lake Dallas Independent School District, TX** – Account Executive and Loan Application Writer; Client was awarded a \$693,866 low interest loan (2%) through the State Energy Conservation Office (SECO) Notice of Loan Fund Availability (NOLFA) Program to implement a district-wide performance contracting project including lighting retrofits in classrooms and gyms, HVAC replacements, water conservation retrofits, vending power management, and computer power management. The client also received \$79,224.08 in utility rebates and incentives for the project.

**Plainview Independent School District, TX** – Account Executive for a \$7,153,774 district-wide, comprehensive performance contracting project including lighting retrofits, HVAC replacements/redesigns, and an energy management control system.

**Shallowater Independent School District, TX** – Account Executive for a \$918,000 district-wide, comprehensive performance contracting project including lighting retrofits, HVAC additions, and an energy management control system.

**Olton Independent School District, TX** – Account Executive for a \$350,000 district-wide performance contracting project including lighting retrofits and an energy management control system.

### MUNICIPAL

**City of Cedar Hill, TX** – Account Executive and Grant Writer; Client was awarded a \$50,000 Renewable Energy Technology Grant from the State Energy Conservation Office (SECO) towards the installation of a 4 kW wind turbine.

**City of Grand Prairie, TX** – Account Executive and Grant Writer; Client was awarded a \$492,778.63 Distributed Renewable Energy Technology Stimulus Grant administered by the State Energy Conservation Office (SECO) on behalf of the Department of Energy (DOE) towards the installation of a 73.92 kW roof mounted solar photovoltaic system. The client will also receive a \$69,746.99 utility rebate for the project.

**Town of Little Elm, TX** – Account Executive and Grant Writer; Client was awarded a

\$798,676.20 Distributed Renewable Energy Technology Stimulus Grant administered by the State Energy Conservation Office (SECO) on behalf of the Department of Energy (DOE) towards the installation of two roof mounted solar photovoltaic systems totaling 128.8 kW. The client will also receive a \$10,000 utility rebate for the project.

**City of Cedar Hill, TX** – Account Executive and Grant Writer; Client was awarded a \$952,058 Distributed Renewable Energy Technology Stimulus Grant administered by the State Energy Conservation Office (SECO) on behalf of the Department of Energy (DOE) towards the installation of a 152.768 kW roof mounted solar photovoltaic system. The client will also receive a \$148,626.48 utility rebate for the project.

**City of Schertz, TX** – Account Executive and Grant Writer; Client was awarded a \$490,928.03 Distributed Renewable Energy Technology Stimulus Grant administered by the State Energy Conservation Office (SECO) on behalf of the Department of Energy (DOE) towards the installation of a 74.06 kW roof mounted solar photovoltaic system. The client also received a \$10,000 utility rebate for the project.

**City of McKinney, TX** – Grant Writer and provided client support; Client was awarded a \$322,253.68 Distributed Renewable Energy Technology Stimulus Grant administered by the State Energy Conservation Office (SECO) on behalf of the Department of Energy (DOE) towards the installation of a 52.17 kW roof mounted solar photovoltaic system. The client will also receive a \$50,164.15 utility rebate for the project.

**City of Duncanville, TX** – Account Executive and Grant Writer; Client was awarded a \$1,121,208 Distributed Renewable Energy Technology Stimulus Grant administered by the State Energy Conservation Office (SECO) on behalf of the Department of Energy (DOE) towards the installation of three roof mounted solar photovoltaic systems totaling 185.85 kW. The client also received a \$258,720 utility rebate for the project.

**City of Grand Prairie, TX** – Grant Writer and provided client support; Client was awarded a \$872,809 Distributed Renewable Energy Technology Stimulus Grant administered by the State Energy Conservation Office (SECO) on behalf of the Department of Energy (DOE) towards the installation of two roof mounted solar photovoltaic systems totaling 151.2 kW. The client also received a \$188,160 utility rebate for the project.

**Cameron County, TX** – Account Executive and Grant Writer; Client was awarded a Distributed Renewable Energy Technology Stimulus Grant administered by the State Energy Conservation Office (SECO) on behalf of the Department of Energy (DOE) for \$1,713,326.20 to implement two roof mounted solar photovoltaic systems totaling 276.26 kW. The client also received an \$87,500 utility rebate for the project.

**City of Henrietta, TX** – Account Executive and Grant Writer; Client was awarded a Distributed Renewable Energy Technology Stimulus Grant administered by the State Energy Conservation Office (SECO) on behalf of the Department of Energy (DOE) for \$159,160 to implement a 17.85 kW roof mounted solar photovoltaic system. The client also received a \$30,240 utility rebate for the project.

#### HIGHER EDUCATION

**New Mexico Junior College, Hobbs, NM** – Account Executive for comprehensive lighting retrofit projects at two college facilities.

**Eastern New Mexico University, Portales, NM** – Account Executive for a campus-wide water conservation performance contracting project.





# Supplemental Information

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TIPS/TAPS JOC  
DECEMBER 2015





# About McKinstry



## TEXAS OFFICES

- Corpus Christi
- Dallas
- Houston
- San Antonio

## MCKINSTRY SOUTH CLIENTS

- Ballinger ISD
- Cameron County
- City of Carrollton
- City of Cedar Hill
- City of Corpus Christi
- City of Duncanville
- City of Goliad
- City of Grand Prairie
- City of Schertz
- Devine ISD
- Ft. Stockton ISD
- Goose Creek CISD
- Haskell Memorial Hospital
- Hardin ISD
- Jourdanton ISD
- Lake Dallas ISD
- Liberty-Eylau ISD
- Rolling Plains Memorial Hospital
- Rotan ISD
- Seymour Hospital
- Sinton ISD
- Spring ISD
- Sweetwater ISD
- Texas Biomedical Research Institute
- Town of Little Elm
- Western Oklahoma State College

## McKinstry: Energy Efficiency in the South

Many firms generally use the same steps and process for developing and implementing projects. What sets firms apart are the underlying experience and values of their people and the business culture of their organization. McKinstry's success is the natural consequence of our commitment to innovation, our long-term relationships with clients, our focus on supporting our employees, our unique delivery, and our unwavering commitment to creating buildings that are good to their owners, occupants, and the environment. Founded over 50 years ago as a high-quality mechanical contractor in the Pacific Northwest, McKinstry has grown to offer a comprehensive range of core competencies for clients throughout the United States. The following highlight our strong position as a provider of facility solutions.

### OUR VISION

Buildings present an enormous opportunity to save energy and reduce emissions—70% of the electricity in America goes into the built environment. Through our work on \$1 billion in efficiency projects in just the last 10 years, we have learned that 50% of that energy is pure waste. Most importantly, it can be eliminated on a revenue-neutral basis. If we implemented only the energy efficiency measures that paid for themselves, we could prevent CO<sub>2</sub> emissions equivalent to the electricity use of over 100 million homes. To address and reduce this waste, McKinstry approaches every project with the following pathway in mind:



Efficient means gaining efficiency in the resources we use—implementing superior systems to deliver more for less. Smart means applying the technology that allows operators and occupants to realize goals in a way that seamlessly integrates our everyday behavior with a facility's procedures. Clean means we utilize and develop greener, more sustainable power sources. Together, and in this order, efficient + smart + clean can lead us to a sustainable future.

We are paving the way towards practical and budget-friendly energy and facility solutions in Texas and Oklahoma and towards redefining our energy future across America.

## OUR HISTORY

- Founded in 1960
- Seattle, Washington Headquarters
- Energy services contracting offered since 2000
- As our services evolved, McKinstry developed a philosophy, *For the Life of Your Building*, which supports our commitment in taking responsibility to design, build, and operate our clients' facilities.

## OUR PEOPLE

- 1,800+ staff and union employees
- 20+ paid interns
- 70+ professional engineers
- 95+ LEED Accredited Professionals and Certified Energy Managers

## WHY MCKINSTRY?

- Competitive pricing
- Complete team of local staff
- Dedication to our communities
- Energy performance tracking
- Flexible and collaborative project management
- Full suite of solutions
- Innovative design and ideas
- No maintenance agreement required
- People-focused approach
- Vendor neutral



## OUR SERVICES

**ENERGY AUDITING**—McKinstry's philosophy related to site auditing is to leave no stone unturned. We know our clients hire us to find energy savings opportunities and our audits are comprehensive, detailed, and creative. Our engineering-based approach to auditing, coupled with extensive site investigations and interviews, will generate recommendations that meet all of your financial, facility, and operational objectives.

**GUARANTEED PERFORMANCE CONTRACTING**—McKinstry will guarantee up to 100% of energy savings on applicable scopes of work. We provide staff training and proper commissioning of systems to ensure savings are achieved. We develop a measure-specific performance assurance program to validate that optimal system performance is maintained.

**CONSTRUCTION MANAGEMENT**—McKinstry serves as the prime contractor, responsible for all facets of successful project delivery and execution. Our Construction Managers are experienced implementing varied and complex scopes of work in occupied facilities. We know how to build projects on time and on budget!

**COMMISSIONING & RECOMMISSIONING**—Our competency includes system balancing, control system testing, and digital archiving of building design and performance data, all focused on operational stability for either new construction or in existing buildings that can benefit from re-/retro-commissioning.

**METER INFRASTRUCTURE SERVICES**—Installing automated electric, water, and gas meters in the homes and businesses served by a system allows that client to obtain real-time accurate usage data, billing information, and powerful analytical and reporting information. McKinstry offers meter infrastructure services for municipal utilities, from concept and installation to reporting and analytics. We guarantee the accuracy of our meter infrastructure installations for our customers so they can trust the data they receive.

**OPERATIONS & MAINTENANCE**—We develop an engineered maintenance plan that lists the various service tasks and frequency for all applicable system components. This comprehensive approach optimizes system performance and life.

**powerED RESOURCE CONSERVATION MANAGEMENT**—McKinstry's powerED resource conservation management service offerings are behavior-focused, energy awareness and operational efficiency programs designed to reduce operational costs, increase efficiency, and promote environmentally friendly operations in school and local government facilities.

**FINANCIAL SUPPORT**—McKinstry Capital will work to identify the best, budget-neutral funding solutions from their access to multiple streams of capital on your behalf. Our financing specialists will seek out any available grants, rebates, incentives, or in-kind donations available for your energy projects. We are experts in leveraging utility rebate programs to enhance your project. We can provide bond campaign support through budgeting and public awareness campaigns, and have developed an EPACT service offering to return the value of that legislation to our public clients.

**GRANTS & INCENTIVES**—We are grant funding specialists, and work with clients to provide expert guidance and support from grant conception to application and reporting. We have helped our clients procure more than \$100 million in grant funds, and have worked with utilities across the nation to procure \$50+ million in utility grants, rebates, and incentives on behalf of our clients.

# Haskell Consolidated Independent School District

## FACTS

### LOCATION

Haskell, Texas

### PROJECT DATES

03/2015 – 09/2015

### PROJECT SIZE

4 buildings, 168,417 sq. ft.

### CONTRACT

Amount: \$1,425,559

Utility Rebate: \$33,278.47

Type: Lump Sum

## TEAM

### PROJECT DIRECTOR

Skip Woessner

### SENIOR PROJECT MANAGER

Roger Larson

### PROJECT MANAGER

Mike Edwards

### ENGINEER

Stephen Glenn

### CONSTRUCTION MANAGER

George Melancon

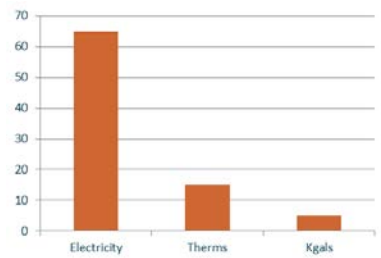
### ACCOUNT EXECUTIVE

Justin Surratt

## CONTACTS

Bill Alcorn, Superintendent  
605 N Avenue E | Haskell, TX 79521  
940.864.2602 ext 104

### Annual Savings Equivalent in Number of Average Homes



## PROJECT OVERVIEW

McKinstry developed a district-wide upgrade plan for Haskell CISD. The district had previously renovated and completed minor energy upgrades at a couple of their buildings; however, an assessment proved there was still significant savings potential. The district also intended to complete renovation projects that fell outside the scope of a traditional energy retrofit project.

Through careful collaboration McKinstry and the district identified essential energy improvements as well as several projects the district prioritized as ones that may not have ideal payback rates but were important. After analysis, McKinstry determined that an ESPC would provide the funding solution to meet the district's energy savings needs, while also allowing for their desired renovation projects.

The project will include lighting upgrades, fresh air intake system upgrades, and water conservation with the installation of low-flow fixtures as well as updates to the elementary school, a historical campus. The building still had the original windows; however, most had been covered with plywood, insulation, and sheet metal and were not in working condition. The windows were replaced with energy efficient ones to maximize the energy savings from the building envelope. This also reintroduced the natural lighting and the aesthetic of the building's façade.

In the end, improvements were made at all facilities in the district and the project will result in guaranteed annual energy savings of \$56,470 and an annual operational savings in the amount of \$58,690.

## OUTCOME SNAPSHOT



645,893 kWh



\$56,470



7,016 Therms



371 kGal

# Lake Dallas Independent School District

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## FACTS

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### LOCATION

Lake Dallas, Texas

### PROJECT DATES

05/2011 – 10/2011

### PROJECT SIZE

Buildings: 8

Square Feet: 200,000

### CONTRACT

Amount: \$693,866

Type: Performance Contract

### GUARANTEED SAVINGS

Utility: \$81,222

## TEAM

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### PROJECT DIRECTOR

Revvie Green

### PROJECT MANAGER

George Melancon

### ACCOUNT EXECUTIVE

Lindsay Goodsell

### CONSTRUCTION MANAGER

David White

## CONTACTS

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### OWNER

Lake Dallas Independent School District

315 E Hundley, Lake Dallas, TX 76065

Wes Eversole, Deputy Superintendent /CFO

940 497 4039

[weversole@ldisd.net](mailto:weversole@ldisd.net)



## PROJECT DETAILS

Lake Dallas Independent School District was interested in improving the energy efficiency and aging infrastructure of buildings district-wide through an Energy Savings /Performance Contract (ESPC). Lake Dallas ISD selected McKinstry as their ESCO partner to develop a program of facility improvement measures at 12 total facilities.

McKinstry assessed the district's existing mechanical, water and electrical systems and identified potential energy conservation and facility improvement strategies at eight district-owned and operated facilities located in Lake Dallas, Corinth, and Shady Shores, Texas. The scope of work for this project included the following:

- Multiple packaged rooftop air conditioning systems
- Lighting renovations for gymnasiums and field house locations
- Networked computer power management
- Plumbing and water conservation projects for rest rooms.

The project was funded with a State of Texas low interest competitively procured loan applied for and managed by McKinstry.



# Rolling Plains Memorial Hospital

## FACTS

### LOCATION

Sweetwater, Texas

### PROJECT DATES

Phase 1: 11/2010 – 07/2011

Phase 2: 09/2011 – 06/2012

Phase 3: 03/2012 – 08/2012

### PROJECT SIZE

Buildings: 2 SF: 60,000

### CONTRACT

Phase 1: \$2,150,000

Phase 2: \$1,650,000

Phase 3: \$4,500,000

Type: GMAX / Lump Sum

### REBATES/INCENTIVES

Phase 1: \$55,000

Phase 2: \$15,000

## TEAM

### ACCOUNT EXECUTIVE

Rich Oliver & David White

### PROJECT DIRECTOR

Ph. 1 Revvie Green

Ph. 2 & 3 David White

### PROGRAM MANAGER

Ezra Purdy

### ENGINEER

Boo Podanoffsky

Ryan Brandush

### SR. CONSTRUCTION MANAGER

Phase 1 David White

Phase 2 & 3 Mike Edwards

## CONTACTS

Donna Boatright

Chief Executive Officer

Rolling Plains Memorial Hospital

200 East Arizona, Sweetwater, TX

325-253-1701

donab@rpmh.net



Phase 1 Rooftop Unit Replacement

## PROJECT DETAILS

Rolling Plains Memorial Hospital (RPMH) first partnered with McKinstry in 2011 and together we have completed three phases.

### PHASE 1

This phase included the renovation upgraded inefficient building systems that will pay for themselves through lower energy consumption. At the medical center and adjacent doctor's clinic McKinstry designed, implemented, and provided system verification for the installation of energy management control systems, interior lighting improvements, the removal/replacement of existing steam boiler and rooftop units, exterior lighting improvements, water conservation measures in restrooms, and fire protection upgrades.

This phase resulted in annual savings of \$138,000.

### PHASE 1 SAVINGS



1,264,826 kWh



1,727 kGal water



\$138,560



28,119 Therms Natural Gas

# Rolling Plains Memorial Hospital



Phase 2 Patient Care Room

## PHASE 2

Phase 2 included the following:

- Demolition of nurses' station, ceilings, floors, bathrooms, and fixtures in the medical surgery wings;
- Construction of a new nurses' station including new flooring, ceilings, lighting design, air supply/return, enlarged countertops, and electrical systems;
- Remodeling of six patient care rooms to comply with ADA standards;
- Relocated and/or remodeled nourishment room, prep room, public restrooms, clean work room, electrical room, tub room, mechanical and janitor room, nurses' offices, and nurses' lounge;
- Renovation of 37 patient care rooms to incorporate new bathroom fixtures, showers, ceilings, flooring, PTAC units, and millwork; and
- Renovation of all four surgery corridors with new supply and return grills, lighting layout, ceilings, flooring, and millwork/finishes.

## PHASE 2 SAVINGS



48,474 kWh



33 kGal



\$6,725



# Rolling Plains Memorial Hospital

## PHASE 3

Design Build Performance Contract project comprised of a new 19,000 sq. ft. Medical Office Building adjacent to the existing Medical Office Building with a remodel and renovation of the existing building upon completion of the new. This is the first design-build performance contract project in Texas.

## PHASE 2 SAVINGS



85,402 kWh



534 kGal



\$16,210



Phase 3 Ribbon Cutting



# Warranty

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## McKinstry Warranties/Guarantees

McKinstry's guarantee of performance allows us to commit to our clients that the equipment and systems installed will meet or exceed established performance standards. Our first priority will be to make certain that all newly installed equipment and systems will operate to ensure occupant safety, health, and comfort. The second priority will be to meet the project's operational and utility savings. If the equipment is maintained based on the manufacturer's guidelines, yet it does not meet the first and/or second priority, McKinstry will take the necessary steps to correct or improve equipment performance. If it is determined that the newly installed equipment has failed, we will find a final repair resolution or we will replace it.

McKinstry offers more options due to our network of buying power and our relationships with local equipment providers. We are able to reduce the initial cost of equipment, in addition to being able to arrange for extensions to the warranty period of the equipment. This combination of strong buying power and extended warranties gives us a value-added advantage we will pass on to you.

### WARRANTY ENFORCEMENT ROLE

McKinstry can implement our Knowledge Response Center (KRC), an innovative 24x7 web-based system suite that allows clients to log and track warranty issues. The KRC utilizes InfoCentre™ to document relevant facility data and work flow processes in order to effectively and efficiently manage the warranty, and remote monitoring to enable the flow of real time and proactive site-specific information using the building automation systems. InfoCentre powers and serves as the information hub for our services – clients will be able to view warranty requests, note when the issue was logged, view progress on the issue, and receive confirmation when the issue is resolved. All this is handled seamlessly with minimal time commitment from the client organization. In addition, this process provides a single repository of archived information relevant to your specific facilities. Our standard warranty services include:

- Development and management of the warranty work order process;
- Management of the vendor dispatch process;
- Tracking and follow up on completion of work;
- Routine vendor performance reporting;
- Follow up with customer and project team on work satisfaction;
- Ongoing equipment status and warranty work reporting details; and
- Warranty preventative maintenance management and scheduling.

We will commission waste to energy and other future projects to ensure all equipment and systems installed will meet or exceed performance standards. We guarantee its installation and workmanship for one year against defects. Equipment typically carries the manufacturer's warranties, yet based on our relationship with vendors, we will extend warranties at no or low cost. Your warranty time period starts at date of substantial completion or occupancy. If equipment is used for temporary service, its warranty date typically will start when it is put into service.

### COMMITMENT TO LONG-TERM PARTNERSHIP

McKinstry is very experienced in system performance and warranty concerns. We understand the value of equipment performing as intended. We routinely complete services—at no additional cost to the customer—after the original warranty expires to ensure our clients are satisfied and that the system operates as intended. McKinstry will provide the client with a single point of contact for long-term accountability regarding maintenance and training on all new equipment installed as part of any project.



**Contractor License**

<b>State</b>	<b>License Number</b>
Texas	F-15719
Oklahoma	CA 6915 PE
Missouri	E-2014003995
Arkansas	41638

**\*\* Contractor must list each state that they are licensed to work. Contractor must also add these states to the Pricing Exhibit, that includes a coefficient for each state.**

**\*\* Contractor will only be awarded states listed on this sheet.**



Felony Conviction Information - Not Applicable



**Texas Board of Professional Engineers  
CERTIFICATE OF REGISTRATION**

This acknowledges that

***McKinstry Essention LLC***

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas.

**Registration Number  
F-15719**

**Expiration Date  
1/31/2016**

TEXAS USE TAX PERMIT



SUSAN COMBS  
Texas Comptroller

This permit is issued in accordance with the law governing the type of business specified and is the authorization to conduct business in Texas. The permit may be revoked for a violation of the provisions of the applicable law and/or any rules adopted by the Comptroller to administer the law.

TEX. TAX CODE ANN. CH. 151

Taxpayer number	3-20343-2228-2
Effective date	01/30/2014

Taxpayer name and mailing address

MCKINSTRY CO, LLC  
PO BOX 24567  
SEATTLE

WA 98124-0567

SUSAN COMBS  
Comptroller of Public Accounts

THIS PERMIT IS NON-TRANSFERABLE

*Detach here and display your permit only.*

**Is the information printed on this permit correct?**

If not, please tell us in the space below.

- If your taxpayer name and/or mailing address are incorrect, enter the correct information.
- If you have received a Federal Employer Identification Number (FEIN), enter the number.
- If you are no longer in business, enter the date of your last business transaction.

**If your permit is correct, DO NOT return this form.**

If any corrections are required, please enter the correct information on this form and return it to:

COMPTROLLER OF PUBLIC ACCOUNTS  
111 E. 17th Street  
Austin, TX 78774-0100

**Keep this permit until you receive a corrected permit.**

**NOTE:** This form cannot be used if there has been a change of ownership. For this change and to obtain a new permit, please contact your local Comptroller's field office. For the telephone numbers to call for assistance, see the back of this form.

TEXAS USE TAX PERMIT

Taxpayer name shown on the permit MCKINSTRY CO, LLC	Taxpayer number shown on the permit 3-20343-2228-2
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**Please enter only the information that has to be corrected.**

Correct taxpayer name	Daytime phone (Area code and number)		
Correct mailing address			
City	State	ZIP code	FEI number

If you are no longer in business, enter the date of your last business transaction. ....

**For additional information, see the back of this form.**

sign here	Taxpayer or authorized agent	Date
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Comptroller use only  
Job name-MISCAPP  
Microsoft  
  0099  
Reference number  
Taxpayer number change  
01000  
Master name correction AND  
Master mailing address change AND  
Master phone number and change  
XUMAST  
DOB tax permit  
XUSTAT

McKinstry Essention LLC  
5005 3rd Ave S  
Seattle WA 98134



**OKLAHOMA STATE BOARD OF  
LICENSURE FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS**

CA 6915 PE  
McKinstry Essention LLC

This firm is authorized to offer services in Oklahoma until

6/30/2015

push card out through perforation

# CERTIFICATE OF AUTHORITY TO OFFER ENGINEERING SERVICES

THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, HEREBY CERTIFIES THAT

## McKinstry Essention, LLC



A LIMITED LIABILITY COMPANY, ORGANIZED UNDER THE LAWS OF THE STATE OF WASHINGTON, HAVING COMPLIED WITH THE APPLICABLE PROVISIONS OF CHAPTER 327 REVISED STATUTES OF MISSOURI, IS HEREBY AUTHORIZED TO ENGAGE, USE AND OFFER TO THE GENERAL PUBLIC IN THE STATE OF MISSOURI, THE PROFESSIONAL SERVICES OF ENGINEERING WHILE THE AUTHORITY OR A RENEWAL THEREOF IS IN EFFECT.

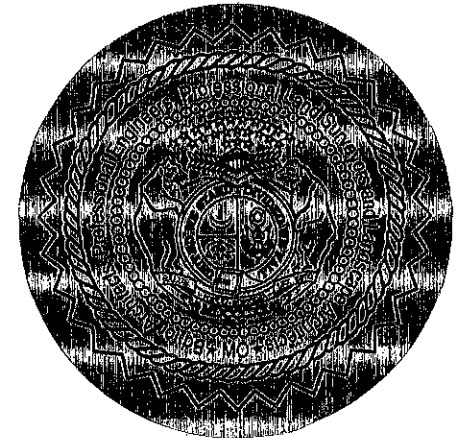
THIS CERTIFICATE SHALL NOT BE OFFERED OR ACCEPTED AS A DEFENSE AGAINST ANY CHARGE OR VIOLATION OF ANY LAW OF THIS STATE BY THE WITHIN NAMED LIMITED LIABILITY COMPANY, EXCEPT A CHARGE OF PRACTICING OR OFFERING TO PRACTICE ENGINEERING IN THIS STATE WITHOUT FIRST HAVING OBTAINED THIS CERTIFICATE OF AUTHORITY.

IN WITNESS WHEREOF, WE HAVE  
AFFIXED OUR HANDS AND THE  
SEAL OF THE BOARD, THIS 10TH  
DAY OF FEBRUARY, 2014.

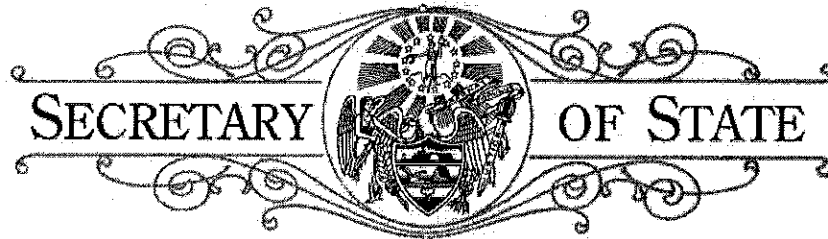
LICENSE NUMBER E-2014003995

CHAIR OF THE PROFESSIONAL ENGINEERING DIVISION

EXECUTIVE DIRECTOR OF BOARD



**STATE OF ARKANSAS**



**Mark Martin**

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

**Application for Registration of Limited Liability Company**

of

**MCKINSTRY ESSENTION, LLC**

filed in this office December 9, 2014 to be a Foreign Limited Liability Company formed under the laws of the State of WASHINGTON in the Country of United States.

I further certify that said Foreign Limited Liability Company, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 9th day of December, 2014.



*Mark Martin*

Arkansas Secretary of State



*State of Arkansas*  
**Commercial Contractors Licensing Board**

MCKINSTRY ESSENTION, LLC  
PO BOX 24567  
SEATTLE, WA 98124

MCKINSTRY ESSENTION, LLC

**This is to Certify That** \_\_\_\_\_

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

**SPECIALTY**

Energy Management, Retrofit Systems

with the following suggested bid limit \_\_\_\_\_ Unlimited \_\_\_\_\_

from \_\_\_\_\_ November 13, 2015 \_\_\_\_\_ until \_\_\_\_\_ May 31, 2016 \_\_\_\_\_

when this Certificate expires.

*Witness our hands of the Board, dated at North Little Rock, Arkansas:*



*[Handwritten Signature]*

\_\_\_\_\_

CHAIRMAN

*[Handwritten Signature]*

\_\_\_\_\_

SECRETARY

November 13, 2015 - da



State  
of  
Arkansas

## CONTRACTORS LICENSING BOARD

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November 13, 2015

4100 Richards Road  
North Little Rock, Arkansas 72117  
501/372-4661  
Fax 501/372-2247  
[www.arkansas.gov/club](http://www.arkansas.gov/club)

# ATTENTION

*Please note that your expiration date shows May 31, 2016. The reason for this is because your year-end date is December 31<sup>st</sup> and since the financial statement submitted was dated as of December 31, 2014 you will have a short license this time. In the beginning of May you will be sent a renewal application and with that renewal application a reviewed or audited financial statement dated as of December 31, 2015 will be required. If you have any questions, feel free to give me a call.*

*Shelly Gross, Licensing Coordinator*

**ID# 41638**



D/M/WBE Certification - Not Applicable



HUB Certification - Not Applicable

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

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

\_\_\_ YES or \_\_\_ NO

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

\_\_\_ YES or \_\_\_ NO

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

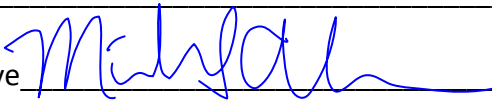
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

Company Name \_\_\_\_\_

Name of authorized representative \_\_\_\_\_

Signature of authorized representative  \_\_\_\_\_

Date \_\_\_\_\_

---

**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.


**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-mail Address:** \_\_\_\_\_

**Vendor Telephone:** \_\_\_\_\_

**Authorized Company Official's Name:** \_\_\_\_\_

**Signature of Company Official:**  \_\_\_\_\_

**Date:** \_\_\_\_\_

## 2 CFR PART 200 Contract Provisions

### Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

#### Appendix II to Part 200

#### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

#### 2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.

**Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES MG Initial of Authorized Company Official

**Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES MG Initial of Authorized Company Official

**Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**


## 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES  Initial of Authorized Company Official


**Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official


**Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement.** 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



## 2 CFR PART 200 Contract Provisions


**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 Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (7) 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 Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES  Initial of Authorized Company Official

**Federal Rule (9) 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 Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

**2 CFR PART 200 Contract Provisions**

Does vendor certify to the provisions in Federal Rule (9) above? YES MSJ Initial of Authorized Company Official

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES MSJ Initial of Authorized Company Official

**Federal Rule (11) 2 CFR §200.322 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES MSJ Initial of Authorized Company Official

Company Name \_\_\_\_\_

Print name of authorized representative \_\_\_\_\_

Signature of authorized representative MSJ \_\_\_\_\_

Date \_\_\_\_\_

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.