Amendment No. 1
to
Contract No. NC180000024
for
Chiller Systems Maintenance, Repairs, Inspections, and Related Services
between
Trane U.S., Inc.
and the
City of Austin

1.0 The City hereby amends the above referenced contract to add the locations below to Attachment A:

Mueller Energy Center (MEC) 4901 Lancaster Dr, 78723			
Serial Tag #	**Equipment Type**	**Manufacturer**	**PM Frequency**
L05H03555	950 Ton Absorption Chiller	Trane	Annual
L05E02501	1500 Ton Centrifugal Chiller	Trane	Annual
L07G03530	2500 Ton Centrifugal Chiller	Trane	Annual
L10H04470	2500 Ton Centrifugal Chiller	Trane	Annual

District Cooling Plant #4 (DCP4) Austin Convention Center 500 E. Cesar Chavez St., 78701			
Serial Tag #	**Equipment Type**	**Manufacturer**	**PM Frequency**
L19J04074	CVHF130G15 1000 Ton Chiller	Trane	Annual
L19J04079	CVHF130G15 1000 Ton Chiller	Trane	Annual
L19J04100	CVHF130G15 1000 Ton Chiller	Trane	Annual

Note-All Parts for DCP4 should be delivered to DCP1, 300 San Antonio St. Austin, TX 78701

2.0 The City hereby amends the above referenced contract to increase authorization by $62,000. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Contract initial term	$8,191,937.00	$8,191,937.00
Amendment No. 1: Add locations and authorization 10/13/2020	$62,000.00	$8,253,937.00

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made part of the above-referenced contract.

TRANE U.S., INC.

Signature

Ryan G. Hocevar

Printed Name of Authorized Person

Austin General Sales Mgr

Title

1/28/21

Date

CITY OF AUSTIN Matthew Duree

Digitally signed by Matthew Duree
Date: 2021.02.23 13:52:29 -06'00'

Signature

Matthew Duree

Printed Name of Authorized Person

Procurement Manager

Title

Date

AMENDMENT NO. 1
TO
INTERLOCAL AGREEMENT
BETWEEN SOURCEWELL
AND THE CITY OF AUSTIN

This amendment is dated August 7, 2018, and is between the City of Austin (the "City") and the National Joint Powers Alliance ("NJPA"), now doing business as Sourcewell ("Sourcewell").

On March 27, 2015, the City and NJPA entered into an interlocal agreement for cooperative purchasing (the "Agreement").

NJPA changed its name to Sourcewell, effective June 6, 2018.

Sourcewell warrants that it has authority to enter into this amendment as it is the same entity as NJPA and all rights and responsibilities of NJPA now belong under the name Sourcewell.

The parties desire to continue operating under the Agreement under its existing terms and conditions and, for the avoidance of confusion, to record an amendment reflecting the NJPA name change to Sourcewell.

Therefore, the Agreement is hereby amended as follows:

1. Every instance of the name "the National Joint Powers Alliance" or "NJPA" in the Agreement is hereby deleted and replaced with the name "Sourcewell."

Except as expressly amended above, all terms and conditions as stated in the Agreement remain the same.

This amendment will become effective when all parties have signed it. The date of this amendment will be the date it is signed by the last party to sign it, as indicated by the date associated with that party's signature.

SOURCEWELL	**CITY OF AUSTIN**
Chad Coauette	James Scarboro
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Signature
CEO	Purchasing Officer
Title:	Title:
8/8/18	8/31/2018
Date:	Date:

ORDINANCE NO. 155 - 2018

AUTHORIZING AN AGREEMENT WITH SOURCEWELL RELATIVE TO COOPERATIVE GROUP PURCHASING SERVICES FOR THE DEPARTMENT OF PUBLIC SERVICE, AND DECLARING AN EMERGENCY.

SECTION 1. The Mayor and the Municipal Clerk be, and they hereby are, authorized and instructed to enter into an agreement with Sourcewell, Staples, MN, for membership for the procurement of goods and services for in-state and out-of-state public agencies to engage in cooperative group purchasing, in accordance with the attached "Exhibit A."

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 3. This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health and safety in order to take advantage of discounted rates.

Vote on emergency clause: Yeas 7 Nays 0.
Passed as an emergency measure: August 6, 2018.

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Beth A. Tischler
Law Director.

Amendment No. 1
to
Contract No. 8200 NC180000024
for
Chiller Systems Maintenance, Repair, Inspections, and Related Services
between
Carrier Corporation
and the
City of Austin

1.0 The City hereby amends the above referenced contract as follows:

1.1 Item 1.1.1 of the Contract to read:

1.1.1 Exhibit A, BuyBoard Contract No. 631-20

1.2 Item 1.2.1 to read:

1.2.1 Exhibit A – Buyboard Contract No. 631-20 as referenced in Section 1.1.1

1.3 The term of the contract is extended through September 30, 2022.

2.0 The total contract authorization is unchanged, divided among the Contractors, and recapped below:

Term	Action Amount	Total Contract Amount
Contract initial term	$8,191,000.00	$8,191,000.00
Amendment No. 1: Revise Cooperative and Extend 02/03/2021	$0.00	$8,191,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made part of the above-referenced contract.

CARRIER CORPORATION

David Keim

Signature

David Keim

Printed Name of Authorized Person

Market Manager

Title

2/8/2021

Date

CITY OF AUSTIN

Matthew Duree

Digitally signed by Matthew Duree
Date: 2021.02.09 10:32:51 -06'00'

Signature

Matthew Duree

Printed Name of Authorized Person

Procurement Manager

Title

Date

City of Austin

Purchasing Office
P.O. Box 1088, Austin, TX 78767

June 08, 2018

Melissa House
Sr. Service Sales Representative
Carrier Commercial Service
11100 Metric Blvd, Suite 400
Austin Texas 78758
Melissa.House@carrier.utc.com

Dear Ms. House:

The Austin City Council approved the execution of a contract with your company for Chiller Systems Maintenance, Repair, Inspection, and Installation services in accordance with the referenced contract.

Lead Responsible Department:	Austin Convention Center
Department Contact Person:	Justin Ferrell
Department Contact Email Address:	Justin.Ferrell@austintexas.gov
Department Contact Telephone:	512-404-4069
Project Name:	Chiller Systems Maintenance, Repair, Inspection, and Installation
Contractor Name:	Carrier Commercial Service
Contract Number:	8200-NC180000024
Contract Period:	31 months
Dollar Amount	$8,191,937.00 to be shared by all three vendors on the contract
Extension Options:	N/A
Requisition Number:	17072500655
Solicitation Type & Number:	N/A; Cooperative Contract
Agenda Item Number:	24
Council Approval Date:	05/24/18

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Claudia Rodriquez

Claudia Rodriquez
Procurement Specialist IV
City of Austin
Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
CARRIER CORPORATION ("CONTRACTOR")
FOR
CHILLER SYSTEMS MAINTENANCE, REPAIRS, INSPECTIONS, AND RELATED SERVICES
CONTRACT NO. 8200-NC180000024

This Contract is between Carrier Corporation having offices at 11100 Metric Blvd, Ste# 400 Austin, TX 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date the contract is signed by both parties. Solicitation requirements are met by using Contractor's Texas Local Government Purchasing Cooperative, administered by Texas Association of School Boards, Inc (BuyBoard) Contract No. 552-17.

1.1 **This Contract is composed of the following documents:**

1.1.1 Exhibit A, BuyBoard Contract No. 552-17

1.1.2 This Contract

1.1.3 Exhibit B, Supplemental Terms -Section 0400

1.1.4 Exhibit C, Scope of Work-Section 0500

1.1.5 Exhibit D-City of Austin Standard Terms and Conditions- Section 0300

1.1.6 Exhibit E.1-E.3 Carrier Corporation Offers, including subsequent clarifications

1.1.7 Exhibit F-Non-Discrimination Certification, Section 0800

1.1.8 Exhibit G- Non-Suspension or Debarment Certification, Section 0805

1.1.9 Exhibit H-Living Wages Contractor Certification, Section 0815

1.1.10 Exhibit I-Living Wage Employee Certification, Section 0820

1.1.11 Exhibit J-Prevailing Wage Section 0830 with pay rate schedules 00830BC and 00830HH

1.2 **Order of Precedence**. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 Exhibit A-BuyBoard Contract No. 552-17 as referenced in Section 1.1.1

1.2.2 This Contract

1.2.3 Exhibit B-Supplemental Terms as referenced in Section 1.1.3

1.2.4 Exhibit C-Scope of Work-Section 0500 as referenced in Section 1.1.4

1.2.5 Exhibit D-City of Austin Standard Terms and Conditions as references in Section 1.1.5

1.2.6 Exhibit E.1-E.3 Contractor's Offers, including subsequent clarifications as referenced in Section 1.1.6

1.2.7 Exhibit F- Exhibit D-Non-Discrimination Certification, Section 0800 as referenced in section 1.1.7

1.2.8 Exhibit G- Non-Suspension or Debarment Certification, Section 0805 as referenced in section 1.1.8

1.2.9 Exhibit H- Living Wages Contractor Certification, Section 0815 as referenced in section 1.1.9

1.2.10 Exhibit I-Living Wage Employee Certification, Section 0820 as referenced in section 1.1.10

1.2.11 Exhibit J- Prevailing Wage Section 0830 with pay rate schedules 00830BC and 00830HH as referenced in section 1.1.11

1.3 **Quantity.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Quantities will be specified by the City for each Purchase Order.

1.4 **Term of Contract**

1.4.1 **Term of Contract**. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 31 months.

1.4.1.1 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

1.4.1.2 This is a 31-month Contract. Prices are firm for the first twelve (12) months.

1.4.1.3 The City reserves the right to transfer this contract by amendment to future BuyBoard contracts that supersede BuyBoard Contract No. 552-17, if the terms and conditions are favorable to the City.

1.5 **Compensation.** The Contractors shall be paid a total Not-to-Exceed amount of $8,191,000, including all fees and expenses, divided among the Contractors.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The total Not-to-Exceed amount identified in Section 1.5 of this Contract shall be divided among various Contractors through the following cooperative purchase programs:

1.6.1.1 Texas Local Government Purchasing Cooperative, administered by Texas Association of School Boards, Inc (BuyBoard)
1.6.1.2 U.S. Communities
1.6.1.3 National Joint Powers Alliance

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CARRIER CORPORATION	CITY OF AUSTIN
EDMUNDO TORQUEMADA	Claudia Rodriquez
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Claudia Rodriquez Signature
AREA GENERAL MANAGER	Procurement Specialist IV
Title:	Title:
APRIL 26/2018	05/29/2018
Date:	Date: Linell Goodin-Brown 6-26-18
	Linell Goodin-Brown Contract Management Supervisor II

Exhibit A	BuyBoard Contract #552-17
Exhibit B	Supplemental Terms, Section 0400
Exhibit C	Scope of Work, Section 0500
Exhibit D	City Standard Terms and Conditions, Section 0300
Exhibit E.1-E.3	Carrier Corporation Proposals and Related Pricing Agreements
Exhibit F	Non- Discrimination Certification, Section 0800
Exhibit G	Non-Suspension or Debarment Certification, Section 0805
Exhibit H	Living Wages Contractor Certification, Section 0815
Exhibit I	Living Wages Employee Certification, Section 0820
Exhibit J	Prevailing Wage, Section 0830 with pay rate schedules 00830BC and 00830HH

Exhibit B
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SECTION 0400

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

         OR

         PURInsuranceCompliance@austintexas.gov

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for a term of 31 months.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

Exhibit B
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SECTION 0400

	City of Austin
Department	As designated on each departmental order (DO)
Attn:	
Address	
City, State Zip Code	

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

6. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

7. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

8. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/** .

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

9. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

10. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

Exhibit B
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SECTION 0400

http://www.austintexas.gov/edims/document.cfm?id=277854

A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is $14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **PREVAILING WAGE**: Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.

12. **NON-SOLICITATION**:

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 20 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 20 percent of the employee's annual compensation while employed by the Contractor.

13. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to City facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges may be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City facility at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the City facility and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. **WORKING ON OR NEAR ENGERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm^2) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

To be designed by the Department upon contract award

CITY OF AUSTIN
CHILLER SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, AND INSPECTION SERVICES
SCOPE OF WORK (Section 0500)
UPDATED 1/10/18

1.0 PURPOSE

The City seeks to establish a cooperative based contract with qualified Contractor(s) who can provide Chiller Systems maintenance and repair services. Services under this contract will include, but not be limited to preventive maintenance, general maintenance (repairs) or replacement of a like item or item of similar purpose, and like-and-kind replacement., The contract that is established resulting from this solicitation will not be intended for construction related services that may require the preparation of drawings or plans by a licensed professional architect or engineer. The equipment is to be maintained and serviced in a safe operating condition at no lesser level than its current condition and to the manufacturer's original equipment specifications.

The City seeks to operate all Chillers and related systems to the highest energy efficient standards possible with existing equipment, and the awarded vendor ("Contractor") shall make recommendations to upgrade equipment where economically feasible and where the City can expect to see a strong return on investment (energy savings) for the new equipment.

These services shall be provided for various City departments. A description of the water-cooled chillers, chilled water, condenser water systems, pumps, and boiler/ hot water systems covered by this agreement are included in **Attachment A**, City of Austin Equipment Listing. Although the City will make every reasonable effort to provide prior notification to the Contractor of changes to the equipment, changes may be made without notice to the Contractor and at no penalty to the City. The City may elect to add or remove departments, locations, and equipment as needed.

It is the City's preference to award a single contract for the maintenance, repair services and parts needed. However, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive and responsible bidder. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous, including by department. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

2.0 CONTRACTOR'S QUALIFICATIONS

The Contractor shall:

2.1 Have a minimum of five (5) continuous years' experience in providing water-cooled chillers, chilled water, and condenser water systems maintenance and service to related commercial systems for organizations in similar size and scope to the City. The Contractor shall submit valid references that confirm the experience requirement on the Section 0700-References document.

2.2 Maintain all licenses that are required by the City and the State of Texas to perform such services. The Contractor shall submit proof of related licenses within five (5) business days upon request by the City. Including, but not limited to:

2.2.1 Submit copies of their valid State of Texas Class "A" License for Air-conditioning Heating and Refrigeration.

2.3 Maintain and operate a full-time, permanent business address located within 30 miles of the Texas State Capitol with the ability to be reached by email and telephone.

2.4 Not have any significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.

2.5 Assign a sufficient number of Technicians to the contract to the support the City's required services, which have successfully completed a 40-hour minimum course in the service and repair of screw chillers or have a minimum of five (5) years air conditioning service experience. In addition, Contractor's technicians performing chiller maintenance or repair shall have a minimum of three (3) years screw-chiller service experience. The Contractor shall submit proof of related experience/training within five (5) business days upon request by the City.

2.6 Be authorized (certified) by the manufacturers listed on the Attachment A, to conduct work on specific equipment and shall perform inspection, testing, repairs, and other work according to manufacturer's literature. The Contractor shall submit proof of related certifications within five (5) business days upon request by the City.

3.0 CONTRACTOR'S REQUIREMENTS

The Contractor Shall:

3.1 Furnish all equipment, labor, and materials required for proper execution of the contract and related services.

3.2 Perform all work in compliance with the Original Equipment Manufacturers' (OEM) requirements, City of Austin Code, applicable State of Texas regulations, and any other Federal or local government regulations as specified herein. All work is subject to inspection and acceptance by the Contract Manager or designee.

3.3 Ensure that the central plant maintenance, water-cooled chillers, air-cooled chillers, chilled water systems, pumps, cooling towers and heating, ventilating, and air conditioning (HVAC) are in compliance with American National Standards Institute (ANSI) and American Society of Mechanical Engineers (ASME).

3.4 Provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, employee training, and transportation necessary for execution of the services provided under this Contract. Any costs associated with meeting this requirement shall be included in the cost of the material bid and not charged separately. The City shall not be charged for incidental costs.

3.5 Maintain a telephone dispatch system that is operational 24-hours per day, seven (7) days per week, and 365 days per year. A telephone answering machine will not meet this requirement.

3.5.1 Maintain a record of the incoming call information for a minimum of one (1) year.

3.6 Provide a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.

3.6.1 The SPOC shall be available via a local number for texting/ paging or the Contractor's telephone dispatch system.

3.6.2 The SPOC shall inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work. The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.

3.6.3 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the

SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

3.7 At the request of a Department, remove from a City facility any employee of the Contractor whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the Contract term without the written consent of the City.

3.8 Upon arrival and departure from the premises, report to the Contract Manager or designee. Upon completion of all routine maintenance or service calls to the facility, the Contractor shall provide a detailed report to the Contract Manager describing services and parts repaired or replaced for each service performed no more than five (5) business-days after service performed. The Contractor shall keep Contract Manager advised of developments relating to the performance of this agreement.

3.9 Schedule a meeting once a quarter, or as otherwise mutually agreed to, with the Contract Manager. Notice of any such meeting may be given by Contract Manager to Contractor either verbally or in writing and will designate the time, date, location, Contractor attendees, and general purpose. Contractor's designated attendees must be present at any such performance meeting.

3.10 Use only parts and components to perform services which are factory new and free of defects in materials and workmanship. Repair parts and components must conform to OEM specifications. If OEM is not available, any repair parts that are not OEM shall be approved by Contract Manager or designee in writing, and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.

3.11 The City will only reimburse the Contractor for the repair parts and materials used per job. The City will not reimburse the Contractor for repair parts and materials purchased and held in Contractor's inventory.

3.12 Provide proof of all labor hours and material charges during the term of the contract. Satisfactory proof of hourly labor charges shall include copies of employee timesheets and company payroll records, as supported by bank statements, which shall be submitted for inspection upon request by the City. Satisfactory proof of material charges shall include copy of suppliers' invoices, properly dated, and itemized by line item used in each job performed for the City. Proof shall be provided by the Contractor within five (5) business days of request by the City, or as specified in the Department's Scope of Work.

3.12.1 Provide with its invoice a copy of a work order ticket signed by the Contract Manager, or designee, showing all maintenance and/or repairs performed. The work order ticket shall be signed by the City representative on completion of work after each service.

3.13 Perform all steps reasonably necessary to protect City property and persons from harm.

3.14 Be fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented Contractor-owned equipment.

3.14.1 Notify the Contract Manager immediately if any damage occurs.

3.14.2 Damages to City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired to the satisfaction of the City by the Contractor, at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

3.14.3 Repair/replace insulation damaged during the chiller inspection and service tasks or during any work on the specified equipment.

3.15 Maintain a neat and orderly working environment to ensure a safe work environment.

3.15.1 Be fully responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.

3.16 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.

3.17 Dispose of all worn/defective parts, oils, solvents, waste, or hazardous materials in accordance with all applicable laws, rules and regulations. The Contractor shall handle, transport, and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. The Contractor shall not store worn or defective parts on City premises. The Contractor shall remove worn/defective parts, materials, oils, solvents from City premises as soon as each job is completed. No disposal shall take place on City property.

3.17.1 Provide within one (1) week, of request by the Contract Manager or designee an electronic copy of a standard form of transportation manifest showing that all used and contaminated lubricants, fluids and hazardous waste were properly handled and disposed.

3.17.2 Not discharge refrigerant into the atmosphere under any circumstances.

3.18 In the event of conflict between this scope of work, manufacturer's literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.

3.19 While performing work on City property, Contractor and Contractor's employees shall remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.

3.20 While performing work on City property, Contractor's employees shall wear uniforms with the Contractor's name clearly displayed on the shirt, company issued photo identification badges, and personal protective equipment.

3.21 The Contract Manager shall have the right to inspect work at any time. The Contractor shall correct any performance discrepancies within fifteen working days from the City's notification.

3.22 Work not included in this scope includes:

- Water treatment or water chemical analysis
- Painting
- Water side tube failure repairs
- Telephone service for 24-hour monitoring
- Computerized Energy Management System
- Building Automation System

- Installations or modifications which impact the structure, or require architectural or mechanical engineering drawings or plans.

4.0 SUSTAINABILITY

4.1 The City's sustainable purchasing objectives include purchasing products and services as described below.

The Contractor shall:

4.1.1 Conserve natural resources including water, energy, and raw materials throughout the product life cycle.

4.1.2 Minimize environmental impacts such as water and air pollution during usage

4.1.3 Eliminate or reduce toxins that create hazards to workers, citizens, wildlife, and the environment

4.1.4 Support up-cycling and recycling efforts as well as utilize products with high recycled content

4.1.5 Reduce environmental impacts in the production and distribution systems

4.1.6 Support worker health, safety, and fair wages

4.1.7 Consider total cost of ownership during the products useful life, including operation, supplies, maintenance, and disposal cost

4.1.8 Make recommendations to the City regarding upgrades and provide the City with an analysis that demonstrates a cost savings over time through energy-savings.

5.0 HOURS OF SERVICE AND RESPONSE TIMES

5.1 Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform all General Services and Preventative Maintenance during Regular Hours, as defined below.

5.1.1 Labor Hours' Time-Designations and Applicable Rates.

Time designations shall be as follows:

5.1.1.1 Regular hours shall be between 6:00 a.m. and 6:00 p.m. Monday through Friday (CST). Hourly rates for regular hours shall be in accordance with the Contractor's supplemental cooperative price sheet.

5.1.1.2 Non-Regular Hours shall be between 6:01 p.m. and 5:59 a.m. Monday through Friday, all day Saturday and Sunday, and Holidays (CST).

5.1.1.3 The Contractor shall not charge an overtime rate for services performed during non-regular hours that were requested to be performed, or could reasonably be completed, during regular business hours.

5.2 If the Contractor is unable to provide these services during the designated Regular Hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during Non-Regular Hours. Work performed during Non-Regular Hours which are covered under this provision, shall be billed at the Regular Hourly Labor Rate in accordance with the Contractor's supplemental cooperative price sheet..

5.3 The Contractor may be required to perform services during Non-Regular Hours as defined in this Scope of Work. The Contractor shall not invoice at the Non-Regular Hour rate for services unless requested and approved in writing by the City Contract Manager or designee prior to starting the work.

5.4 Non-regular hourly rate may be billed to the City up to 150% (time and a half) of the regular hours.

5.5 Be available for urgent service calls 24-hours per day, 365 days a year with a maximum response time of sixty (60) minutes from the time the call is made to the time the Contractor's mechanic signs in with the Departmental Contact Person (Contract Manager, or designee).

5.5.1 Provide a written estimate of the total cost of work including the estimated time of completion will be submitted in writing to the Departmental Contact Person within 24 hours, and at no cost to the City.

6.0 TRANSPORTATION AND PARKING

The Contractor shall:

6.1 Provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

6.2 Not charge separately for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the hourly bid rates.

7.0 RECORD KEEPING

7.1 Annual Meeting

7.1.1 Contractor shall coordinate a meeting two (2) months before the anniversary contract date and as requested by the City Department, in person or via a teleconference to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance.

7.2 Work Order Tickets

7.2.1 Work Order Tickets shall include status of the testing, inspection, repair and maintenance performed and identify any abnormalities, actions taken, and recommended corrective action(s). The Original Equipment Manufacturers (OEM) specifications shall be used to determine efficiency losses, conditions found, and corrective action(s).

7.2.2 Contractor and City's department Contract Manager shall both sign the Work Order ticket upon completion of each service visit certifying that all information is truthful and accurate. Falsification of any records is grounds for termination of this agreement.

7.2.3 Copies of signed Work Order tickets shall be included with the submission of all Service Reports and Invoices.

7.3 On-Site Service Log Book

7.3.1 A typed and bound Service Log Book shall be permanently maintained inside each Department's Mechanical Room and shall become the property of each City department.

7.3.2 Service Log Book shall list the following information for each service visit: Name of Building, equipment type(s), and serial number.

7.3.3 A signed entry in the Service Log Book is required for each visit by the attending service mechanic showing the date, start time, duration of visit and type of service performed.

7.3.4 Service Log Book shall contain a completed Manufacturer Designated Checklist for each inspection or service call.

7.3.5 Specific information regarding malfunctions encountered, including corrective action taken, parts replaced, general comments regarding the condition of the equipment and Mechanical Room, and items which may require special attention or future visits must be documented in Service Log Book. Logs shall reflect equipment inspected, general condition, operating data, noises, vibration, temperatures, and pressure.

7.3.6 The City's department Contract Manager may also make entries in the Log Book.

7.3.7 During service visits, attending service mechanic shall review past operating reports and logs to determine potential problems or leaks.

7.4 Service Reports

7.4.1 Comprehensive written Service Reports on the status of testing, inspections, repairs and maintenance performed shall be typed and bound within a clear covered folder and include an executive summary transmittal letter, title page, table of contents, body, and an appendix with field recorder data.

7.4.2 Service Reports shall include, but not be limited to, a description of services performed, parts used, test results, and recommendations for improved equipment performance.

7.4.2.1 A computer generated printout from the processor on York chiller shall be included.

7.4.3 Contractor shall submit signed Service Reports for monthly and/or quarterly maintenance, annual inspection, and as-needed (unscheduled and/or emergency) services to Contract Manager within five (5) business days after the service was performed.

7.4.4 Service Reports shall include copies of Work Order Tickets for service dates covered on each report.

7.5 Emergency Service – Major Repairs

7.5.1 For unscheduled (emergency) service calls requiring major repairs or parts replacement, a written report shall be submitted to Contract Manager for approval before major repairs are made. Costs for major repairs identified during unscheduled service calls shall be handled outside of this agreement.

7.6 Special Reports

7.6.1 For the Aviation Department (ABIA), the following reports shall be submitted within five (5) business days after the service date: Oil Analysis Report, Eddy Current Report, and Vibration Testing Report. Please refer to the ABIA section for each report's detailed requirements.

8.0 SAFETY REQUIREMENTS

The Contractor shall:

8.1 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).

8.2 Be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:

8.3 Require all personnel to wear appropriate personal protection equipment at all times.

8.4 Have only personnel operating equipment or handling materials which is fully trained in the safe operation of the equipment or materials.

8.5 The Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.

8.6 Block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.

8.7 Post safety warnings (signs) as necessary to ensure safe operations.

8.8 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.

8.9 Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous conditions while performing services under this Contract.

8.10 Regulatory Requirements: To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards, https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1910) as revised or amended from time to time.

8.11 Comply with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.

8.12 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City immediately, and no more than one (1) business day, of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.

8.13 Comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the City.

8.14 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. Failure or refusal to comply with safety requirements, may result in a stop work order for all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim to the City for extension of time or for excess costs or damages.

9.0 CONTRACT CLOSE-OUT

9.1 Agree to provide a "phase-out" or "transition" of services beginning at a mutually agreeable time, but at least one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.

9.2 Submit the final invoice(s) in accordance with Section 0400, Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the items of Contract Close-Out or if the Contractor owes the City any monies, invoice credits, reimbursements, or payments.

9.3 Coordinate a meeting two (2) months before the anniversary contract date as requested by the City, in person or via a teleconference to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance.

9.4 Two (2) months before expiration of any agreement awarded from this solicitation, the Contractor shall provide the Contract Manager with a complete final report on the condition of the Central Plant and HVAC equipment. The final report must include inspection, test reports, and certified statements signed by the Contractor verifying to the condition of the Central Plant and HVAC equipment.

10.0 OMISSIONS

10.1 Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the bidder in their bid submittal.

11.0 WARRANTY

11.1 Provide a written warranty for all parts and labor and workmanship upon completion of each job. The warranty shall be guaranteed for a minimum of one year from completion date and shall be warranted against any malfunctions or defects in products, services/labor, and parts and for workmanship of replacement components services. If the manufacturer's warranty is longer for any part(s) provided in repair or service work performed, then the longer warranty shall apply.

12.0 CONFLICTING REQUIREMENTS

12.1 If there is any conflict between the general provisions of this Scope of work and the requirements outlined in each specific Department's Scope of Work, the provisions of the applicable Department's Scope of Work shall prevail.

DEPARTMENTAL SPECIFIC REQUIREMENTS

2.0 AUSTIN CONVENTION CENTER DEPARTMENT

2.1 Service locations

Services shall be provided for water-cooled chillers, chilled water, condenser water systems, and boiler and hot water systems at the following locations:

- The Austin Convention Center (ACC)
- The Palmer Events Center (PEC)

2.2 ACCD General Requirements

2.2.1 The Contractor shall maintain all Central Plant and HVAC equipment for ACCD with the goal of providing the highest level of safety, convenience, and service to clients and visitors, and first-class maintained condition.

2.2.2 Contractor shall not make any modifications to existing water-cooled chillers, chilled water and condenser water systems without the Contract Manager's prior written authorization.

2.2.3 The Contractor will provide full parts, refrigerant, and labor coverage, including equipment, maintenance, and repairs, of equipment listed in Attachment A.

2.2.4 Operating inspections, annual inspections, eddy current testing, or other procedures, which require the shutdown of the chillers for more than a thirty (30) minute, period shall be scheduled as directed by the Contract Manager. Scheduled shutdowns are to be arranged with the Contract Manager, under no circumstance shall the Contractor shut down any systems without prior coordination/arrangement with the Contract Manager.

2.2.5 In the event of extended down time for repairs during the cooling season (March through November), a temporary chiller will be supplied by the Contractor at the Contractor's stated rate in the supplemental price sheet. An estimated timeframe will be supplied to the Contract Manager to determine if a temporary chiller is needed. In cases that dictate emergency or immediate action, the Contractor will supply the temporary chiller within 48 hours after shut-down occurs.

2.2.5.1 If the Contractor cannot provide a temporary chiller in the specified timeframe, ACCD reserves the right to contact another Contractor to provide the temporary chiller. The Contractor shall be responsible for any price difference between the contracted amount and the alternate Contractor's charge.

2.2.6 In the event of extended down time for repairs during the heating season (November through March), a temporary boiler will be supplied by the Contractor at the Contractor's stated rate in the supplemental price sheet. An estimated timeframe will be supplied to the Contract Manager to determine if a temporary boiler is needed. In cases that dictate emergency or immediate action, the Contractor will supply the temporary chiller within 48 hours after shut-down occurs, during the heating season.

2.2.6.1 If the Contractor cannot provide a temporary boiler in the specified timeframe, ACCD reserves the right to contact another Contractor to provide the temporary boiler. The

Contractor shall be responsible for any price difference between the contracted amount and the alternate Contractor's charge.

2.2.7 Contractor shall immediately notify the Contract Manager of any critical Central Plant equipment malfunctions or pending malfunctions. The Contractor shall document and inform the Contract Manager of any repairs necessary to correct the malfunction and the associated down time for the repairs. Under no circumstances, shall the Contractor perform any repairs without prior approval from the Contract Manager. Contractor shall again notify the Contract Manager when repairs are completed and the Central Plant equipment is returned to operational status.

2.2.8 Under no circumstances, shall any safety device, whether automatic or manual, be by-passed. Contractor by-passing safety devices shall be cause for contract termination.

2.3 REGULARLY SCHEDULED SERVICES

2.3.1 Preventative Maintenance Program (PM)

2.3.1.1 The Contractor shall provide full parts and labor coverage, including preventative maintenance (PM) of equipment listed in "Attachment A" at a frequency based on service package selected below (Silver, Gold, Platinum), to prevent the occurrence of system failures.

2.3.1.2 **Levels of Service:**

2.3.1.2.1 **Platinum package includes:**

a) Monthly Preventative Maintenance (Labor & Materials included in monthly fee)
b) Quarterly inspections on listed equipment (Labor & Materials included in monthly fee)
c) Annual inspection of chillers, cooling towers and boilers (Labor & Materials included in monthly fee)
d) Emergency/Urgent Service (Labor & Materials included in monthly fee)
e) Callback (Labor & Materials included in monthly fee)
f) Parts and Materials (lube, belts, oil, filters, strainers, etc.) (Parts/Materials included in monthly fee)
g) Testing (per manufacturer's specifications)
h) Service Reports
i) Equipment rentals (chillers, boilers, etc.) (as-needed) (not included in monthly fee and billable per Contractor's cooperative price sheet)
j) The Contractor shall replace any parts, components, and associated equipment that cannot be repaired so that they operate to the original manufacturer's performance specifications, at no additional cost to the City.

13.4.1.2.2 **Gold package includes:**

a) As needed repairs (Labor and material billable per Contractor's cooperative price sheet (Section 0500, Item 13.4.3))
b) Quarterly inspections on listed equipment (Labor & Materials included in monthly fee)

c) Annual inspection of chillers, cooling towers and boilers (Labor & Materials included in monthly fee)
d) Additional equipment not listed to be repairs (billable by labor and material rates per Contractor's cooperative price sheet)
e) Equipment rentals (chillers, boilers, etc.) (as-needed) (not included in monthly price and billable per Contractor's cooperative price sheet)
f) Service calls (urgent or callback-billable per labor and material rates)

13.4.1.2.3 **Silver package (basic) includes:**

a) As needed repairs (Labor and material billable at rates per Contractor's cooperative price sheet-Not a monthly fee (Section 0500, Item 13.4.3))
b) As needed inspections on listed equipment (Labor & Materials billable at rates per Contractor's cooperative price sheet) (Not a monthly fee)
c) Annual inspections on chillers, cooling towers and boilers
d) Additional equipment not listed to be repairs (billable by labor and material rates per Contractor's cooperative price sheet)
e) Equipment rentals (chillers, boilers, etc.) (as-needed) (not included in monthly price and billable per Contractor's cooperative price sheet)
f) Service calls (urgent or callback-billable per labor and material rates per Contractor's cooperative price sheet)

13.4.1.3 Contractor shall meet with the Contract Manager or designee within two (2) weeks of the Contract award to develop a detailed, routine, schedule for PMs on all Central Plant equipment in accordance with this Scope of Work. Routine schedules shall detail regular or repetitive maintenance tasks and service intervals. Schedules shall include but not be limited to OEM recommendations, operating inspections, annual inspections, eddy current testing, vibration analysis, oil analysis etc. The Contractor and ACCD shall mutually agree to the PM schedule. The City reserves the right to add or remove equipment from this list without prior notification to the Contractor. The Contract Manager shall have the final approval of the Contractor's schedule(s) and task(s).

13.4.1.4 The PM schedule, including the frequency or number of hours for onsite PM, may be revised on an as-needed basis, as required by the City, at the Contractor's recommendation, by individual/specific equipment, or to account for events and activities taking place at City locations.

13.4.1.5 Any changes to the PM schedule shall be agreed to in writing by the Contract Manager or designee. Under no circumstances shall the Contractor adjust or modify the preventative maintenance service schedule, the frequency, or number of hours for onsite preventative maintenance without prior written approval from the Contract Manager or designee.

13.4.1.6 PM shall be performed during Regular Hours unless Contractor has requested and obtained prior written approval from the Contract Manager.

13.4.1.7 Contractor shall inspect the Central Plant equipment and shall clean, adjust and make necessary replacement of parts at the time of each regular inspection to ensure that any malfunction is corrected.

13.4.1.8 The Central Plant equipment covered under the PM program include all water-cooled chillers, chilled water, condenser water systems, boilers and hot water systems and related components and equipment, including, but not limited to, mechanical, and electronic components, appurtenances, and systems as described herein and in related manuals, drawings, documents, and bulletins.

13.4.1.9 Contractor shall maintain all Central Plant equipment systems related to electrical and mechanical systems through the motor controls including the starter, secondary breakers serving the motor controls, and up to, but excluding, main disconnects in primary switchboards.

13.4.1.10 Contractor shall repair or replace equipment when the Central Plant equipment fails, malfunctions, or has to be reset constantly. Depending on the level of service the City selects the Contractor will absorb the cost of any repair maintenance for emergency and normal callback service that is required on Central Plant equipment between routine maintenance periods.

13.4.1.10.3 A "callback" is defined as a request from the Contract Manager for the Contractor to correct any malfunction of a chiller or HVAC which is caused by failure or malfunction of a part which is covered by this Contract before the scheduled preventive maintenance visit.

13.4.1.10.3.1 Normal callback service shall be provided during regular hours at no additional charge. The Contractor shall respond on site to a normal callback with a maximum of four (4) hours from the time the request was made or as otherwise directed by the Contract Manager.

13.4.1.10.3.2 Emergency callback service shall be provided during non-regular hours at no additional charge. The Contractor shall respond on site to an emergency callback within a maximum of two (2) hours from the time the request was made or as otherwise directed by the Contract Manager.

13.4.1.10.4 The Contractor shall maintain a complete, orderly written record of all callbacks and repairs. These records shall indicate the time, day, problem reported, and corrective measures taken to eliminate all difficulties.

13.4.1.11 Contractor shall work continuously until the malfunctions are corrected, at no additional cost to the City, regardless of the time or date service is provided such as late-night hours, weekends, or holidays.

13.4.1.12 Only where the Contractor can demonstrate to the Contract Manager's reasonable satisfaction that an inoperable Central Plant equipment is a result of an accident or vandalism caused by others, (not due to the Contractor's error, lack of maintenance, failure to respond timely, failure to comply with these contract terms, or negligence), the repairs may be billed at the Hourly Labor rate specified on the Contractor's Cooperative price sheet.

13.4.2 **Inspections, Tests, and Operating Permits**

13.4.2.2 Inspections, tests, and operating permits shall be provided on a regular basis depending on the level of service the City selects and billed at the contracted rate.

13.4.2.3 The Contractor shall ensure that the Central Plant and HVACR equipment are in compliance at all times with all applicable City building and safety codes, ASME/ANSI

regulations, and any other applicable regulatory and governmental agency requirements.

13.4.2.4 All inspections or tests that require the Central Plant and HVACR equipment to be made inoperable must be performed between 12:00 a.m. and 6:00 a.m. or as scheduled by ACCD, unless Contractor has requested and obtained prior written approval from the Contract Manager.

13.4.2.5 The Contractor shall notify the Contract Manager at the time of discovery of all found deficiencies requiring corrective action during the inspection or testing process. The Contract Manager will determine if and when the repairs will be made by the Contractor. Corrective actions shall be considered part of the monthly fee for Inspections, tests, and operating permits and not billed as a separate line item.

13.4.2.6 Under no circumstance shall the Contractor make repairs without prior approval of the Contract Manager.

13.4.2.7 The Contractor shall keep a log of all inspections and tests. A report of the test or inspection results shall be included in the monthly maintenance report to the Contract Manager. The Contractor shall also include in the report any corrective measures taken during inspections and tests.

13.4.3 **AS-NEEDED SERVICES**

13.4.3.2 **Urgent Services**

13.4.3.2.3 ACCD may require the Contractor to respond to urgent service requests. Urgent services shall be defined as services which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the business operations of ACCD. ACCD shall have the sole and final authority in determining when services will be designated as Urgent.

13.4.3.2.4 Urgent services shall be available 24 hours a day, 365 days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours, based on the time of day Urgent services are provided.

13.4.3.2.5 For each request of Urgent service, ACCD will request services (each instance, a "Notification") and Contractor shall respond/acknowledge to an Urgent Service request within 30 minutes and be onsite within two (2) hours, of Notification by the ACCD. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility.

13.4.3.2.6 If applicable to the Urgent Service occurrence, the Contractor shall provide a complete cost estimate with an estimated completion time to the City within two (2) hours of being onsite. The Contract Manager or designee and Contractor may mutually agree that a verbal cost estimate for Urgent Services will meet the needs of ACCD.

13.4.3.2.7 If providing a verbal estimate, the Contractor shall provide the Contract Manager or designee, a summary of services provided within one (1) week

of Urgent Services being completed. The summary shall include: the location of the services, type and description of services to be performed, an itemized cost of labor and parts (based on prices established in the Contract).

13.4.3.2.8 Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.

13.4.3.2.9 During Urgent Services, all other provisions of this Contract shall apply.

13.4.3.2.10 If additional services are required after the Urgent Services are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

13.4.3.3 **Non-Urgent Services**

The Contractor shall:

13.4.3.3.3 Perform other Chiller-related services on an as-needed basis. Other services may include but not be limited to system upgrades; assisting other third-party Contractors with special studies or investigations of equipment maintenance, and/or operation; modifying/upgrading equipment; providing conditions assessment; Heating, Ventilation, Air Condition, and Refrigeration (HVACR) preventative maintenance and other services related to chillers and related equipment. These services shall be considered "Non-Urgent", unless otherwise indicated by the Contract Manager or designee.

13.4.3.3.4 Coordinate As-Needed Services with the Contract Manager or designee.

13.4.3.3.5 If applicable or at the City's request, the Contractor shall arrange a site-visit with the Contract Manger or designee.

13.4.3.3.6 Respond to a services request by email, phone, or meet with the Contract Manager or designee within two (2) business days of the request to discuss the project, or at a time mutually agreed to between the Contractor and the Contract Manager.

13.4.3.3.7 Provide a written estimate of the total cost of work, ("Estimate") within three (3) business days after the initial meeting/site visit or upon request by the Contract Manager or designee, and at no cost to the City. The Estimate for these services shall be in writing and shall include:

13.4.3.3.7.1 An estimate of the total cost of the work, including an itemized cost estimate with labor and parts (based on prices established in the Contract).

13.4.3.3.7.2 A description of services to be performed, including the location of the services, equipment type, location within the facility, and serial number of the equipment, and other information as requested by The Contract Manager or designee.

13.4.3.3.7.3 A recommended schedule with a proposed start and finish date/timeframe.

13.4.3.3.8 Submission of an Estimate shall be evidence that the Contractor is familiar with the nature and extent of the work, inspected the surrounding conditions, and understands the equipment, materials, and labor required to complete the work.

13.4.3.3.9 Provide the Estimate for services and materials in accordance with the established prices as stated in the Contractor's supplemental cooperative price sheet. All Estimates will be approved by the Contract Manager or designee, in writing prior to the start of work.

13.4.3.3.10 The Contract Manager, or designee, will review the Estimate and if in agreement, will issue a written notice to proceed in the form of a Delivery Order (DO) issued by the City.

13.4.3.3.10.1 The Contractor shall acknowledge receipt of the DO by sending an email confirmation to the Contract Manager or designee and schedule a date and time for the services to begin.

13.4.3.3.11 If the Contract Manager or designee does not agree with the Estimate as presented, the Contract Manager or designee will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall submit a revised Estimate for approval to the Contract Manager or designee in one (1) business days, or at a time mutually agreed to between the Contractor and the Contractor Manager or designee.

13.4.3.4 Complete the work within the time stated in the Estimate. The Contractor shall notify the Contract Manager or designee upon completion of the services.

13.4.3.5 Request additional time if the Contractor determines that the services being performed cannot be completed as specified in the Estimate. The Contractor and the Contract Manager or designee shall mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval/arrangement of the Contract Manager or designee.

13.4.3.6 Immediately provide any parts removed or replaced during services for verification purposes, if requested by the Contract Manager or designee.

13.4.4 **ADDITIONAL REQUIREMENTS**

13.4.4.2 **Operations and Maintenance Manuals**

13.4.4.2.3 Contract Manager will provide Contractor, as applicable, copies of operational, maintenance and Central Plant and HVAC equipment manuals in ACCD's possession, including related drawings and wiring diagrams with the most revised documents. Within 30 calendar days of Contract award, the Contractor shall obtain all documents (not limited to those previously provided by ACCD) necessary to perform services under this Contract. Contractor shall maintain the documents for the life of the Contract.

13.4.4.2.4 Contractor may recommend changes to Central Plant and HVAC equipment listed herein which could be considered to reduce operating and maintenance costs or improves equipment performance and efficiency based on the Contractor's experience.

13.4.4.2.5 All Central Plant and HVAC equipment documents, including ACCD-provided copies, manufacturer's data, wiring control diagrams, manuals and manual information regardless of the condition or status, existing or in preparation, are the property of the City and shall be immediately returned to ACCD upon expiration of this Contract Final payment of Contractor's invoice may be withheld until this requirement is satisfied.

13.4.4.3 **Parts and Equipment**

13.4.4.3.3 Contractor shall provide all replacement parts, including OEM and proprietary parts. During the term of the agreement, Central Plant and HVACR equipment components may become obsolete and new OEM parts may not be available. In such instances, the Contractor may provide rebuilt OEM parts or use new parts of another manufacturer with prior written approval from the Contract Manager. In all cases, parts must be equal in quality, operation, and performance to original parts and free from all defects.

13.4.4.3.4 Contractor shall develop and maintain a ready supply of spare-parts inventory sufficient to maintain the highest levels of performance and service. The Contractor shall have, or have immediate access to, an inventory of replacement parts required to service and maintain the Central Plant equipment, such that maximum downtime shall not exceed 24 hours. Contractor shall not maintain or store its inventory of spare parts on ACCD property.

13.4.4.3.5 Contractor shall provide an annual summary report within 30 business days of completion of each annual inspection. The report shall provide shall include, but not be limited to, a description of services performed, parts used, test results, and recommendations for improved equipment performance.

Exhibit D
CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

Exhibit D
CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **AUDITS and RECORDS**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. Records Retention:

i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City

shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the

notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or

(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

Exhibit D
CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court

or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

    B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

City of Austin Service Agreement

Submitted By:
Carrier Commercial Service
Melissa House
Senior Service Sales Representative
Cell: (512) 364-6322
Email: Melissa.house@carrier.utc.com
11100 Metric Blvd, Suite #400
Austin, TX 78758

Prepared For:
City of Austin
ATTN: Claudia Rodriguez

Carrier

United Technologies

turn to the experts

Carrier Corporation takes pride in being the oldest air conditioning service company in the United States and Carrier is the world's leader in high-technology heating, air-conditioning and refrigeration solutions. At Carrier we constantly build upon our history of proven innovation and services that improve our customers comfort and efficiency. Carrier also has an extremely strong team of technicians that would service the City of Austin.

Each technician in Austin has years of experience in the HVAC industry and has the ability to service all you HVAC needs regardless of the type of equipment or manufacture. Aside from having top notch Carrier training our Austin team is highly versed in maintaining and repairing York and Trane water cooled and air cooled chillers. We have successfully completed 10 year maintenance/ teardown service for Austin's premier buildings downtown. In addition our team has extensive boiler knowledge and preforms factory start up and repairs for many boiler manufacturers in Austin. We currently maintain and repair a wide variety of building in Austin. We also make every effort to communicate with our customers every step of the way to keep you informed and up to date on all service work. Our technicians are equipped with the latest smart devices that allow them to instantly communicate with our dispatch center. Our technician will work closely with the City of Austin designated contact to provide the best service experience possible. Our technician will perform the maintenance and repairs in a professional and expeditious manner to ensure your complete satisfaction. Once the work is complete our technicians are able to email the designated contact a copy of the customer service report which includes all of the details from the work performed.

Top Management and Key Employee Resumes:

Primary Point of Contact:

- Melissa House, Senior Service Sales Representative
- Cell: (512) 364-6322, Email: Melissa.house@carrier.utc.com

24/7 Dispatch Center:

- 24/7 Dispatch: (512) 719-6400

Service Supervisor:

- Dave Holmes, Service Supervisor
- Cell: (512) 563-1956, Email: Dave.holmes@carrier.utc.com

Area Manager:

- Edmundo Torquemada, Area General Manager
- Cell: (214) 907-6473, Email: Edmundo.Torquemada@carrier.utc.com

Area Operations Manager:

- Stan Davis, Area Operations Manager
- Cell: 972-809-0194, Email: Stanley.davis@carrier.utc.com

Area Sales Manager:

- Gregg Vincent, Area Sales Manager
- Cell: 214-304-8658, Email: Gregg.vincent@carrier.utc.com

Technicians Resumes

- **Dave Holmes, Service Supervisor**
  - License # TACLA00059534C
  - Experience: 36 Years

- **Jeremy Bates**
  - License # 8092
  - Experience/Training:
    - 27 Years of experience specializing in chillers, pumps, AHU's, cooling towers, CRAC units, and air compressors.
    - Carrier, Liebert, McQuay, York, and Trane Factory Training
    - TWIC Card- Federal Security Clearance Card
    - EPA License
    - Low Pressure/ High Pressure Steam Boiler, DDC Controls, Trane Tracer, Airflow, VFD Training, ABB Drive Training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training.

- **Tim Nevarez**
  - License # 1816
  - Experience/ Training:
    - 19 Years specializing in chillers, pumps, AHU's, cooling towers, CRAC units, split systems, roof top units, and air compressors.
    - EPA License
    - Carrier factory training, VFD training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training.

- **Vince Willoughby**
  - License # 5224
  - Experience/Training:
    - 35 Years specializing in chillers, pumps, AHU's, cooling towers, CRAC units, split systems, roof top units, and air compressors.
    - Carrier, Liebert, and York Factory Training
    - EPA License
    - VFD Training, ABB Drive Training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training.

- **Mason Gully**
  - License # 49400
  - Experience/ Training:
    - 6 Years
    - EPA License
    - LG VRF Training, OSHA 10, OSHA 30, Lock out/ Tag out, Confined Space Entry, Defensive Driving, and Basic First Aid Training

- **Frank Tull**
  - License # 10853
  - Experience/Training:
    - 41 Years specializing in boilers
    - Carrier, Lennox, and Liebert Factory Training
    - Factory Start Up on PVI, Riverside, Aerco, Camus, Ajax, and Raypak boilers
    - LP Gas License
    - EPA License
    - VFD Training, ABB Drive Training, Lock Out/ Tag Out, EPA License, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, Basic First Aid.

- **John Nelson**
  - License #18022
  - Experience/Training:
    - 8 Years
    - EPA License
    - Lennox factory training, VFD training, NATE certified, Lock Out/ Tag Out, EPA License, OSHA 10, OSHA 30, Confined Space Entry, Basic First Aid.

- **Steve Hughes**
  - License # TACLA00059534C
  - Experience/Training:
    - 25 Years
    - Carrier and Trane Factory Training
    - EPA License
    - VFD Training, ABB Drive Training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training.

- **Bruce Bean**
  - License # 8306
  - Experience/Training:
    - 31 Years
    - Carrier Factory Training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training and EPA License.

Carrier Service Rates for the City of Austin, BuyBoard 552-17

- **Regular Time Labor: $112.00**
  - Standard BuyBoard 552-17 rate is $115.00, Carrier is offering the City of Austin a discounted rate of $112.00

- **Overtime Labor: $168.00**
  - Overtime BuyBoard 552-17 is $172.00, Carrier is offering the City of Austin a discounted overtime rate of $168.00

- **Equipment and Repair Parts:**
  - New Equipment: New HVAC equipment will be sold at a 60-65% discount off list price. Discount is dependent on the type of equipment per the BuyBoard contract.
  - Carrier Parts: All Carrier repair parts shall be provided at 40% off list price per the BuyBoard contract.

Carrier Commercial Service

HVAC Service Agreement

Prepared for: CITY OF AUSTIN PARKS AND RECREATION DEPARTMENT

For Service At:

Austin Recreation Center

Conley Guerrero Senior Center

Dove Springs Recreation Center

Givens Recreation Center

Gus Garcia Recreation Center

Jack W. Robinson Parks & Rec

Emma S. Barrientos Mexican American Culture Center

Old Bakery & Emporium

Turner Roberts Recreation Center

BuyBoard 552-17

01/23/2018

EQUIPMENT LIST

LOCATION	SERIAL TAG #	EQUIPMENT	MANUFACTURER	PM FREQUENCY
Austin Recreation Center - 1301 Shoal Creek Blvd., Austin, Tx. 78701	2309Q17629	60 Ton Chiller	CARRIER	Once a year
Austin Recreation Center - 1301 Shoal Creek Blvd., Austin, Tx. 78701	12-516877	Cooling tower	EVAPCO	Once a year
Conley Guerrero Senior Center - 808 Nile St., Austin, Tx. 78702	SCYM262140	50 Ton Chiller	YORK	Once a year
Dove Springs Recreation Center - 5801 Ainez Dr., Austin, Tx. 78744	U1S4682401-01	Cooling tower	BACROSS	Once a year
Givens Recreation Center - 3811 E. 12th St., Austin, Tx. 78721	SCYM262190	60 Ton Chiller	YORK	Once a year
Gus Garcia Recreation Center - 1201 E. Rundberg Ln., Austin, Tx. 78753	2107Q83699	50 Ton Chiller	CARRIER	Once a year
Jack W. Robinson Parks & Rec. Main Office - 200 S. Lamar Blvd. Austin, Tx. 78704	U04A03771	80 Ton Chiller	TRANE	Once a year
Jack W. Robinson Parks & Rec. Main Office - 200 S. Lamar Blvd. Austin, Tx. 78704	T031782	Cooling tower	EVAPCO	Once a year
Emma S. Barrientos Mexican American Culture Center - 600 River St., Austin, Tx. 78701	U06H08605 U06H08605	(2) - 80 Ton Chillers	TRANE	Once a year
Old Bakery & Emporium - 1006 Congress Ave., Austin, Tx. 78701	2409G05750	60 Ton Chiller	CARRIER	Once a year
Turner Roberts Recreation Center - 7201 Colony Loop Dr., Austin, Tx. 78724	RKSM02017	65 Ton Chiller	YORK	Once a year

EQUIPMENT SERVICE LEVEL DETAIL

Chillers and Cooling Towers on Equipment List			
SERVICE TYPE:	**Frequency**		
	Yr1	**Yr2**	**Yr3**
Annual PM	1	1	1

- **Repairs/Rental Equipment:** All repairs and rental equipment are **excluded** from the agreement. No repairs will be performed on any equipment under this agreement.
- Eddy current testing is **excluded** from this agreement.

		Address	11100 Metric Blvd, Suite #400 Austin Texas 78758
		Phone	(512) 364-6322
		Fax	(860) 660-8748
Contact Name	Claudia Rodriguez	E-mail	melissa.house@carrier.utc.com
Account	CITY OF AUSTIN: PARD	Estimate Date	01/23/2018
Phone	(512) 974-295		
		Quote Number	

Job Description : City of Austin Parks and Recreation Department Service Agreement, BuyBoard 552-17

Agreement Term

This Agreement shall become effective upon **TBD** and shall continue for a **3** year term. The Agreement shall automatically renew at each contract anniversary for an additional like term (see Agreement Renewal). Either party may terminate this Agreement at any time after the end of the first year of the initial term by giving written notice to the other party at least ninety (90) days in advance of the termination.

Acceptance and Approval

This shall become a valid Agreement upon signature by Customer and signature by a Carrier representative in the Carrier approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto constitutes the entire Agreement. No agent of Carrier or employee shall have authority to alter or waive any work scope unless written approval is obtained from Carrier.

Agreement Price

- **Price Per Year: $29,884.00**
- **Three Year Total: $89,652.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Customer Acceptance (typed/printed name)	Carrier Approval (typed/printed name)
Title	Title
Customer Acceptance (signature)	Carrier Signature
Date	Date

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us, License # TACLA59534C
The attached Terms & Conditions shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES- Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. RETURNS- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS– Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS– All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. ADDITIONAL SERVICE- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement.
In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. WAIVER OF DAMAGES- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

15. LIMITATION OF LIABILITY- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

19. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

21. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

Equipment and/or Service
CCS-TCES 040215

23. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMEND IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Equipment and/or Service
CCS-TCES 040215

Carrier Commercial Service

HVAC Service Agreement

Prepared for: AUSTIN CONVENTION CENTER DEPARTMENT

For Service At:

Parmer Event Center and

Austin Convention Center

BuyBoard 552-17

02/22018

EQUIPMENT LIST

Qty	Location	Description	Model	S/N
1	Parmer Event Center	Carrier Chiller	19xr4242384cph64	3301Q65984
1	Parmer Event Center	Carrier Chiller	19xr4242384cph64	3301Q65985
1	Parmer Event Center	Carrier Chiller	19xr3232254bfh64	3201Q65983
2	Parmer Event Center	Bryan Boiler	RV-500-W-FDG	Various
2	Parmer Event Center	Cooling Tower	210511-A2NC8509JL2sm	Various
13	Parmer Event Center	Pumps	Various Pumps	Various
3	Austin Convention Center	PVI Boiler	PVI 2000 WBL 250A-1E	Various
2	Austin Convention Center	PVI Boiler	2000 WBHE 250A TP	Various
17	Parmer Event Center	Pumps	Various Pumps	Various

EQUIPMENT SERVICE LEVEL DETAIL

Platinum Level: Chillers, Boilers, Cooling Towers, and Pumps			
SERVICE TYPE:	**Frequency**		
	Yr1	**Yr2**	**Yr3**
Annual PM	1	1	1
Quarterly PM	3	3	3

- **Repairs:** Repairs on the equipment listed are **included** on the Platinum level agreement.
- **Exclusions**: Agreement excludes repairs to circuit breakers/contactors/ contacts, repairs due to line side power failures, repairs to the building automation/controls system/control actuators, repairs to the piping outside of the chiller flanges, rental chillers/boilers, water treatment, and complete replacement of equipment.
- **Preexisting conditions**: Carrier has 60 days upon award to evaulate the equipment and identify existing repairs/deficeinices. Any preexisting repairs will not be covered under the agreement, proposals will be provided for the specific repairs needed. Carrier will extend a 5-7% discount for any repairs identified during the evaulation.
- **Maintenance:** Platimum level includes three quarterly inspections and one annual innspection. Monthly maintenance inspections are excluded for this agreement.
- **Annual PM:** Please note the annual PM on the chillers includes brushing the condenser tubes, performing oil analysis, and vibration analysis.

Gold Level: Chillers, Boilers, Cooling Towers, and Pumps			
SERVICE TYPE:	**Frequency**		
	Yr1	**Yr2**	**Yr3**
Annual PM	1	1	1
Quarterly PM	3	3	3

- **Repairs:** Repairs are **excluded** in the Gold level agreement.
- **Annual PM:** Annual PM to be performed on the chillers, boilers, and cooling tower. Please note the annual PM on the chillers includes brushing the condenser tubes, performing oil analysis, and vibration analysis.

Silver Level: Chillers, Boilers, and Cooling Towers (Excludes Pumps)			
SERVICE TYPE:	**Frequency**		
	Yr1	**Yr2**	**Yr3**
Annual PM	1	1	1

- **Repairs:** Repairs are **excluded** in the Gold level agreement.
- **Annual PM:** Annual PM to be performed on the chillers, boilers, and cooling tower. Please note the annual PM on the chillers includes brushing the condenser tubes, performing oil analysis, and vibration analysis.

		Address	11100 Metric Blvd, Suite #400 Austin Texas 78758
		Phone	(512) 364-6322
		Fax	(860) 660-8748
Contact Name	Claudia Rodriguez	E-mail	melissa.house@carrier.utc.com
Account	AUSTIN CONVENTION CENTER DEPARTMENT	Estimate Date	01/14/2018
Phone	(512) 974-2959		
		Quote Number	00395468

Job Description : Austin Convention Center Department Service Agreement, BuyBoard 552-17

Agreement Term

This Agreement shall become effective upon **TBD** and shall continue for a **3** year term. The Agreement shall automatically renew at each contract anniversary for an additional like term (see Agreement Renewal). Either party may terminate this Agreement at any time after the end of the first year of the initial term by giving written notice to the other party at least ninety (90) days in advance of the termination.

Acceptance and Approval

This shall become a valid Agreement upon signature by Customer and signature by a Carrier representative in the Carrier approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto constitutes the entire Agreement. No agent of Carrier or employee shall have authority to alter or waive any work scope unless written approval is obtained from Carrier.

Agreement Price

- **Please See Pricing Table**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Customer Acceptance (typed/printed name)	Carrier Approval (typed/printed name)
Title	Title
Customer Acceptance (signature)	Carrier Signature
Date	Date

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The attached Terms & Conditions shall govern.

PRICING TABLE

Agreement Level	Location	Price Year 1	Price Year 2	Price Year 3	Three Year Total
Platinum Level	Parmer Event Center	$66,853.00	$61,969.00	$61,969.00	$190,791.00
Platinum Level	Austin Convention Center	$23,994.00	$23,994.00	$23,994.00	$71,982.00
ACCD Total	Both Sites	$90,847.00	$85,963.00	$85,963.00	$262,773.00

- Please note Platinum and Gold levels include three quarterly inspections and one annual inspection per year. Silver level includes one annual inspection per year.
- Year One at Parmer Event includes Eddy Current Testing.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES- Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. RETURNS- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS– Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS– All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. ADDITIONAL SERVICE- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement.
In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. WAIVER OF DAMAGES- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

15. LIMITATION OF LIABILITY- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

19. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

21. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

Equipment and/or Service
CCS-TCES 040215

23. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMEND IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Equipment and/or Service
CCS-TCES 040215

Exhibit F
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION
SECTION 0800

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3). To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment,

recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26 day of APRIL, 2018

CONTRACTOR CARRIER CORPORATION

Authorized Signature

Title BUSINESS MANAGER

Exhibit G
City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: CARRIER CORPORATION

Signature of Officer or Authorized Representative: Date: 04/26/2018

Printed Name: EDMUNDO TORQUEMADA

Title AREA GENERAL MANAGER

Exhibit H
CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
SECTION 0815
(*Please duplicate as needed*)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $14.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
STEPHEN HUGHES	CARRIER CORP	PRIME	35.7	JOURNEYMAN
JEREMY BATE	CARRIER CORP	PRIME	39.3	JOURNEYMAN
MASEN GULLY	CARRIER CORP	PRIME	28.7	APPRENTICE
LEE ANDERSON	CARRIER CORP	PRIME	33.8	JOURNEYMAN

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $14.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $14.00 per hour.

Contractor's Name: CARRIER CORPORATION

Signature of Officer or Authorized Representative: Date: 04/26/2018

Printed Name: EDMUNDO TORQUEMADA

Title AREA GENERAL MANAGER

UTC CCS PROPRIETARY AND CONFIDENTIAL

Exhibit I
CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION
SECTION 0820

Contract Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Prime Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $14.00 per hour, and is further responsible for assuring that employees of all tiers of subcontractors are likewise paid a minimum Living Wage equal to or greater than $14.00. In addition, employees of both the Prime Contractor and all tiers of subcontractors directly assigned to the referenced contract are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than $14.00 per hour.

Employee's Title:	
Signature of Employee	Date
Type or Print Name	

_____
(Witness Signature)

_____
(Printed Name)

To report a non-compliance issue with the City of Austin's Living Wage Program on this contract, please send an email to PurchasingContractsHelp@austintexas.gov

WAGE RATES AND PAYROLL REPORTING
Section 00830

1. PAYMENT

1.1 Classification Definitions, Building and Heavy and Highway

1.1.1 Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

1.2 Minimum Wages

1.2.1 Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the $14.00 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the $14.00 minimum wage required.

1.2.2 Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

1.2.3 All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

1.2.4 Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

1.3 Overtime Requirements

1.3.1 No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

1.3.2 Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

2. APPRENTICES

2.1 Locally and Federally Funded Projects

2.1.1 The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

2.1.2 Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction prior to using any Apprentices or Trainees on this Contract.

3. WITHHOLDING PAYMENTS

3.1 OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

4. PAYROLLS

4.1 CONTRACTOR shall keep records showing:

4.1.1 The name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.

4.1.2 The actual per diem wages paid to each worker

4.1.3 Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by

them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.

4.1.4 Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Sub subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

4.2 The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.

4.3 A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:

4.3.1 Name of signatory party and title

4.3.2 Name of project, payroll period and

4.3.3 Name of CONTRACTOR or Subcontractor

4.4 The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

4.5 Federal Funding. In the event that federal funding is used:

4.5.1 Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

4.5.2 Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.

4.5.3 Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. NONCOMPLIANCE

5.1 According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

5.2 Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

6.1 Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.

6.1.1 Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.

6.1.2 The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.

6.2 For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:

6.2.1 A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.

6.2.2 A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.

6.3 Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

7.1 Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates for This Project Are Attached

END

WAGE RATE DETERMINATION

Building Construction Type
County Name: TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision: TX170323 01/12/2018 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least $14.00 / hour.

Classification	**DOL Rate** For info Only	**Adjusted Wage Rate Required** Pursuant to City Ordinance	**DOL Fringes**	**Total Minimum Wage Rate Required**
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	$ 22.22	$ 22.22	$ 10.02	$ 32.24
Boilermaker	$ 28.00	$ 28.00	$ 22.35	$ 50.35
Bricklayer	$ 20.07	$ 20.07	$ -	$ 20.07
Carpenter	$ 21.96	$ 21.96	$ 7.90	$ 29.86
Carpenter (Acoustical Ceiling Installation only)	$ 14.00	$ 14.00	$ -	$ 14.00
Carpenter (Form Work Only)	$ 15.62	$ 15.62	$ 0.05	$ 15.67
Cement Mason/Concrete Finisher	$ 15.71	$ 15.71	$ -	$ 15.71
Drywall Finisher/Taper	$ 17.06	$ 17.06	$ 4.43	$ 21.49
Drywall Hanger and Metal Stud Installer	$ 17.47	$ 17.47	$ 3.45	$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	$ 18.00	$ 18.00	$ 2.30	$ 20.30
** Electrician (Excludes Installation of Sound and Communication Systems	$ 27.51	$ 27.51	$ 8.11	$ 35.62
***Elevator Mechanic <5 years' experience	$ 39.70	$ 39.70	$ 35.03	$ 74.73
***Elevator Mechanic >5 years' experience	$ 39.70	$ 39.70	$ 35.83	$ 75.53
Floor Layer (Carpet)	$ 21.88	$ 21.88	$ -	$ 21.88
Glazier	$ 12.83	$ 14.00	$ -	$ 14.00
HVAC Mechanic (HVAC Unit Installation Only)	$ 23.78	$ 23.78	$ 6.89	$ 30.67
Ironworker, Ornamental	$ 23.27	$ 23.27	$ 7.12	$ 30.39
Ironworker, Reinforcing	$ 12.27	$ 14.00	$ -	$ 14.00
Ironworker, Structural	$ 20.73	$ 20.73	$ 5.24	$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	$ 14.00	$ -	$ 14.00
Laborer, Common or General	$ 11.44	$ 14.00	$ -	$ 14.00
Laborer, Mason Tender - Brick	$ 12.22	$ 14.00	$ -	$ 14.00
Laborer, Mason Tender - Cement/Concrete	$ 11.85	$ 14.00	$ -	$ 14.00

Laborer, Pipelayer	$ 12.45	$ 14.00	$ -	$ 14.00
Laborer, Roof Tearoff	$ 11.28	$ 14.00	$ -	$ 14.00
Operator, Backhoe/Excavator/Trackhoe	$ 19.43	$ 19.43	$ 3.49	$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	$ 13.00	$ 14.00	$ -	$ 14.00
Operator, Bulldozer	$ 14.00	$ 14.00	$ -	$ 14.00
Operator, Crane	$ 34.85	$ 34.85	$ 9.85	$ 44.70
Operator, Drill	$ 14.50	$ 14.50	-	$ 14.50
Operator, Forklift	$ 16.64	$ 16.64	$ 6.26	$ 22.90
Operator, Grader/Blade	$ 19.30	$ 19.30	$ -	$ 19.30
Operator, Loader	$ 14.00	$ 14.00	$ -	$ 14.00
Operator, Mechanic	$ 18.75	$ 18.75	$ 5.12	$ 23.87
Operator, Paver (Asphalt, Aggregate, and	$ 16.03	$ 16.03	$ -	$ 16.03
Operator, Roller	$ 11.25	$ 14.00	$ -	$ 14.00
Painter (Brush, Roller, and Spray, Excludes	$ 18.76	$ 18.76	$ 6.35	$ 25.11
Pipefitter (Including HVAC Pipe Installation)	$ 28.78	$ 28.78	$ 12.33	$ 41.11
Plumber, Excludes HVAC Pipe Installation	$ 23.57	$ 23.57	$ 6.37	$ 29.94
Roofer	$ 12.00	$ 14.00	$ -	$ 14.00
*Roofer, Metal	$ 14.05	$ 14.05	$ -	$ 14.05
Sheet Metal Worker (Including HVAC Duct	$ 24.85	$ 24.85	$ 14.93	$ 39.78
Sprinkler Fitter (Fire Sprinklers)	$ 29.03	$ 29.03	$ 15.84	$ 44.87
Tile Finisher	$ 11.32	$ 14.00	$ -	$ 14.00
Tile Setter	$ 16.35	$ 16.35	$ -	$ 16.35
Truck Driver, Dump Truck	$ 12.39	$ 14.00	$ 1.18	$ 15.18
Truck Driver, Flatbed Truck	$ 19.65	$ 19.65	$ 8.57	$ 28.22
Truck Driver, Semi-Trailer Truck	$ 12.50	$ 14.00	-	$ 14.00
Truck Driver, Water Truck	$ 12.00	$ 14.00	$ 4.11	$ 18.11
Waterproofer	$ 16.30	$ 16.30	$ 0.06	$ 16.36

http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX170323 or other sources.

1. <u>ADDITIONAL TRADE INFORMATION</u>

**Electricians - Including low voltage wiring for computers, fire/smoke alarms.
***Elevator Mechanics - also must be paid for 7 holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.
Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with

sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. WAGES

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher. City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least $14.00/hour. The cash portion of their compensation must meet or exceed this amount.

3. CREDITING FRINGE BENEFIT CONTRIBUTIONS TO MEET DBA/DBRA AND CITY OF AUSTIN REQUIREMENTS

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

> Life Insurance
> Health Insurance
> Pension
> Vacation
> Holidays
> Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (See 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. ANNUALIZATION OF BENEFIT COSTS

If a firm provides an electrician with $200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([$200 x 12 months] divided by 2080 hours = $1.15 per hour) should be used.

5. PROPER DESIGNATION OF TRADE

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. SPLIT CLASSIFICATION

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be

accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
==========
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

6.1 Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: **PLUM0198-005 07/01/2014**. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014. Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

6.2 Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: **SULA2012-007 5/13/2014**. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

6.3 Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: **UAVG-OH-0010 08/29/2014**. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate

is based.

7. WAGE DETERMINATION APPEALS PROCESS

7.1 Has there been an initial decision in the matter? This can be:

- **.1** An existing published wage determination
- **.2** A survey underlying a wage determination
- **.3** A Wage and Hour Division letter setting forth a position on a wage determination matter
- **.4** A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in .**2** and **.3** should be followed.

7.2 With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determination
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

7.3 If the answer to the question in .**1** is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

7.3 If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

7.4 All decisions by the Administrative Review Board are final.

END

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Claudia Rodriquez x42959	**PM Name/Phone**	N/A
Sponsor/User Dept.	Various	**Sponsor Name/Phone**	Kelly Jones 512-404-4351
Solicitation No	N/A	**Project Name**	Chiller Systems
Contract Amount	$8,192,000.00	**Ad Date (if applicable)**	N/A

Procurement Type

- ☐ AD – CSP
- ☐ AD – CM@R
- ☐ AD – Design Build
- ☐ AD – Design Build Op Maint
- ☐ AD – JOC
- ☐ IFB – Construction
- ☐ IFB – IDIQ
- ☐ PS – Project Specific
- ☐ PS – Rotation List
- ☐ Nonprofessional Services
- ☐ Commodities/Goods
- ☒ Cooperative Agreement
- ☐ Critical Business Need
- ☐ Interlocal Agreement
- ☐ Ratification
- ☐ Sole Source*

Provide Project Description**

Various cooperative contracts with Trane, Carrier, and JCI for various city departments to be used for Chiller Systems maintenance, repairs, installations, and inspection services. Repairs to be completed by certified techs.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

MA 7400-NA110000134-no goals assigned & MA 8100-NA110000050-no goals assigned.

List the scopes of work (commodity codes) for this project. *(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)*

03113-50% 91036-30% 03176-20%

Claudia Rodriquez	03/20/2018
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received	3/20/2018	**Date Assigned to BDC**	3/20/2018

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☐ Goals	% MBE	% WBE
☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

☐ Exempt from MBE/WBE Procurement Program	☒ No Goals

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities.

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
☐ Insufficient availability of M/WBEs ☐ Insufficient subcontracting opportunities ☐ Sufficient availability of M/WBEs ☐ Sole Source	☐ No availability of M/WBEs ☒ No subcontracting opportunities ☐ Sufficient subcontracting opportunities ☐ Other
If Other was selected, provide reasoning:	
MBE/WBE/DBE Availability	
N/A	
Subcontracting Opportunities Identified	
N/A	

Tracy Burkhalter	
SMBR Staff	**Signature/ Date**
Tracy Burkhalter	3/20/18
SMBR Director or Designee	**Date** 3/21/18
Returned to/ Date:	

City of Austin Service Agreement

Submitted By:
Carrier Commercial Service
Melissa House
Senior Service Sales Representative
Cell: (512) 364-6322
Email: Melissa.house@carrier.utc.com
11100 Metric Blvd, Suite #400
Austin, TX 78758

Prepared For:
City of Austin
ATTN: Claudia Rodriguez

Carrier Corporation takes pride in being the oldest air conditioning service company in the United States and Carrier is the world's leader in high-technology heating, air-conditioning and refrigeration solutions. At Carrier we constantly build upon our history of proven innovation and services that improve our customers comfort and efficiency. Carrier also has an extremely strong team of technicians that would service the City of Austin.

Each technician in Austin has years of experience in the HVAC industry and has the ability to service all you HVAC needs regardless of the type of equipment or manufacture. Aside from having top notch Carrier training our Austin team is highly versed in maintaining and repairing York and Trane water cooled and air cooled chillers. We have successfully completed 10 year maintenance/ teardown service for Austin's premier buildings downtown. In addition our team has extensive boiler knowledge and preforms factory start up and repairs for many boiler manufacturers in Austin. We currently maintain and repair a wide variety of building in Austin. We also make every effort to communicate with our customers every step of the way to keep you informed and up to date on all service work. Our technicians are equipped with the latest smart devices that allow them to instantly communicate with our dispatch center. Our technician will work closely with the City of Austin designated contact to provide the best service experience possible. Our technician will perform the maintenance and repairs in a professional and expeditious manner to ensure your complete satisfaction. Once the work is complete our technicians are able to email the designated contact a copy of the customer service report which includes all of the details from the work performed.

Top Management and Key Employee Resumes:

Primary Point of Contact:

- Melissa House, Senior Service Sales Representative
- Cell: (512) 364-6322, Email: Melissa.house@carrier.utc.com

24/7 Dispatch Center:

- 24/7 Dispatch: (512) 719-6400

Service Supervisor:

- Dave Holmes, Service Supervisor
- Cell: (512) 563-1956, Email: Dave.holmes@carrier.utc.com

Area Manager:

- Edmundo Torquemada, Area General Manager
- Cell: (214) 907-6473, Email: Edmundo.Torquemada@carrier.utc.com

Area Operations Manager:

- Stan Davis, Area Operations Manager
- Cell: 972-809-0194, Email: Stanley.davis@carrier.utc.com

Area Sales Manager:

- Gregg Vincent, Area Sales Manager
- Cell: 214-304-8658, Email: Gregg.vincent@carrier.utc.com

Technicians Resumes

- **Dave Holmes, Service Supervisor**
  - License # TACLA00059534C
  - Experience: 36 Years

- **Jeremy Bates**
  - License # 8092
  - Experience/Training:
    - 27 Years of experience specializing in chillers, pumps, AHU's, cooling towers, CRAC units, and air compressors.
    - Carrier, Liebert, McQuay, York, and Trane Factory Training
    - TWIC Card- Federal Security Clearance Card
    - EPA License
    - Low Pressure/ High Pressure Steam Boiler, DDC Controls, Trane Tracer, Airflow, VFD Training, ABB Drive Training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training.

- **Tim Nevarez**
  - License # 1816
  - Experience/ Training:
    - 19 Years specializing in chillers, pumps, AHU's, cooling towers, CRAC units, split systems, roof top units, and air compressors.
    - EPA License
    - Carrier factory training, VFD training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training.

- **Vince Willoughby**
  - License # 5224
  - Experience/Training:
    - 35 Years specializing in chillers, pumps, AHU's, cooling towers, CRAC units, split systems, roof top units, and air compressors.
    - Carrier, Liebert, and York Factory Training
    - EPA License
    - VFD Training, ABB Drive Training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training.

- **Mason Gully**
  - License # 49400
  - Experience/ Training:
    - 6 Years
    - EPA License
    - LG VRF Training, OSHA 10, OSHA 30, Lock out/ Tag out, Confined Space Entry, Defensive Driving, and Basic First Aid Training

- **Frank Tull**
  - License # 10853
  - Experience/Training:
    - 41 Years specializing in boilers
    - Carrier, Lennox, and Liebert Factory Training
    - Factory Start Up on PVI, Riverside, Aerco, Camus, Ajax, and Raypak boilers
    - LP Gas License
    - EPA License
    - VFD Training, ABB Drive Training, Lock Out/ Tag Out, EPA License, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, Basic First Aid.

- **John Nelson**
  - License #18022
  - Experience/Training:
    - 8 Years
    - EPA License
    - Lennox factory training, VFD training, NATE certified, Lock Out/ Tag Out, EPA License, OSHA 10, OSHA 30, Confined Space Entry, Basic First Aid.

- **Steve Hughes**
  - License # TACLA00059534C
  - Experience/Training:
    - 25 Years
    - Carrier and Trane Factory Training
    - EPA License
    - VFD Training, ABB Drive Training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training.

- **Bruce Bean**
  - License # 8306
  - Experience/Training:
    - 31 Years
    - Carrier Factory Training, Lock Out/ Tag Out, OSHA 10, OSHA 30, Confined Space Entry, HCFC 123, Defensive Driving, and Basic First Aid Training and EPA License.

Carrier Service Rates for the City of Austin, BuyBoard 552-17

- **Regular Time Labor: $112.00**
  - Standard BuyBoard 552-17 rate is $115.00, Carrier is offering the City of Austin a discounted rate of $112.00

- **Overtime Labor: $168.00**
  - Overtime BuyBoard 552-17 is $172.00, Carrier is offering the City of Austin a discounted overtime rate of $168.00

- **Equipment and Repair Parts:**
  - New Equipment: New HVAC equipment will be sold at a 60-65% discount off list price. Discount is dependent on the type of equipment per the BuyBoard contract.
  - Carrier Parts: All Carrier repair parts shall be provided at 40% off list price per the BuyBoard contract.

	Carrier Commercial Service	Johnson Controls Inc. (JCI)	Trane
Cooperative Contract Name	**Texas Association of School Boards, Inc. (DBA: Buyboard)**	**National Joint Powers Alliance (NJPA)**	**US Communities Government Purchasing Alliance**
Coop Contract Number	#552-17	#030817-JHN	# 15-JLP-023
Coop Contract Term Dates	12/01/17-11/30/2020-term	05/08/17-05/8/2021 w/ one, 12 mo renewal option	10/01/2015-09/30/18 w/ 2, 24 mo renewals
Proposed Planned Maintenance	3 Quarterly and 1 Annual or 11 Monthly and 1 Annual	3 Quarterly and 1 Annual or 11 Monthly and 1 Annual	3 Quarterly and 1 Annual or 11 Monthly and 1 Annual
Hourly Repair Rate	$115/hr, Offer is $112/hr	$113 (Mechanic) and $153 (Controls Tech)	$147.17 per hour
Parts Discount	40% off Carrier repair parts pricelist and 60-65% off pricelist for new equipment	Cost + 30%	From Trane Parts: 38% off Book Price From Trane Service: cost + 37.93% M/U
Refrigerants	0% discount	0% discount	From Trane Parts: 38% off Book Price From Trane Service: cost + 37.93% M/U
Dedicated Customer Service Rep	Dave Holmes, Service Supervisor	Achai Broner	Jeffrey Page
City of Austin Opportunities?	Carrier has one local Austin office. They work with many subcontractors in the austin area.	Locally in Austin we have over 60 employees. In addition to direct employees, Johnson Controls provides significant sub-contracting opportunities to local businesses. When possible many of these subcontract opportunities are done with HUB certified vendors.	Trane utilizes local small businesses and local WBE/MBE subcontractors, in so far as they can adhere to Trane subcontractor policy requirements.
Sustainablity Goals	Since 1997 Trane has reduced water consumption by 57% and reduced greenhouse emmissions by 34% even though the company has tripled in business size. Their parent company, United Technologies has goals established for all subsidiaries. See attachments.	http://www.johnsoncontrols.com/corporate-sustainability/environment	Trane is a subsidiary of its parent company, Ingersoll Rand. The Ingersoll Rand sustainability site provides an overview of our economic, environmental, and social performance. https://company.ingersollrand.com/strengths/sustainability.html Trane Service Dept we: -work in compliance with EPA standards in regards to refrigerants and oil disposal ; -use environmentally friendly cleaning products when used in service repairs and maintenance;-do recycling of refrigerants, and various other used parts only as allowed by (or per) EPA guidelines
Living or Prevailing Wages	Yes, Upon request	NJPA requires that we pay prevailing wage requirements as requested by our customers. If needed, we can provide certified payroll reports to show we comply with the City of Austin's prevailing wage requirements.	Yes, Trane will provide prevailing wages (or better) to its employees and/or subcontractors.
Reporting	Service Reports are Electronic and Emailed to the Customer Point of Contact	Yes	The Trane Comfort site link is the same for general info about Trane, Trane's equipment brochures/bulletins/service manuals, and Trane services.
Online Portal	Yes	Yes	https://www.comfortsite.com Requires user name & password
Previous CoA Vendor	Yes	Yes	Yes
Certified Technicians	Yes	Yes	Yes
24/7 Dispatch Center	512-719-6400	866-819-0231	Yes
Company POC	Melissa House	Achai Broner	Trane Service
Phone #	512-364-6322	(512) 815-1619	512-416-8822, opt 1
E-mail Address	Melissa.house@carrier.utc.com	achai.broner@jci.com	jwpage@trane.com
Company Website	www.carrier.com/austinservice	https://johnsoncontrols.com	https://www.trane.com
Coop Website	https://app.buyboard.com/Login.aspx?ReturnUrl=%2fSearch%2fCommodity Search%2f	https://www.njpacoop.org/cooperative-purchasing/contracts-general/facility-maintenance-repair-and-operations-janitorial/030817-jhn/	https://www.uscommunities.org/suppliers/trane/trane-contract/

City of Austin Service Rates

Submitted By:
Carrier Commercial Service
Melissa House
Senior Service Sales Representative
Cell: (512) 364-6322
Email: Melissa.house@carrier.utc.com
11100 Metric Blvd, Suite #400
Austin, TX 78758

Prepared For:
City of Austin
ATTN: Claudia Rodriguez

Carrier Service Rates for the City of Austin

- **Regular Time Labor: $112.00**

- **Overtime Labor: $168.00**

24/7 Dispatch Center:

- 24/7 Dispatch: (512) 719-6400

Primary Point of Contact:

- Melissa House, Senior Service Sales Representative
- Cell: (512) 364-6322
- Email: Melissa.house@carrier.utc.com

Service Supervisor:

- Dave Holmes, Service Supervisor
- Cell: (512) 563-1956
- Email: Dave.holmes@carrier.utc.com

Exhibit A

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 25, 2017

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: HVAC Equipment, Supplies, and Installation of HVAC Equipment, Proposal No. 552-17

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2017 through 11/30/2018, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 552-17 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet
2. Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director. Cooperative Procurement
v.6.5

BuyBoard® National Purchasing Cooperative

Endorsed by NSBA National School Boards Association

October 25, 2017

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*
Proposal Name and Number: HVAC Equipment, Supplies, and Installation of HVAC Equipment, Proposal No. 552-17

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2017 through 11/30/2018, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Department Director, Cooperative Procurement
v.6.5

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · www.buyboard.com

VENDOR CONTACT INFORMATION

Company: Carrier Corporation

Vendor Contact Name and Mailing Address for Notices: Carrier Sales - 1901 N Glenville Dr Ste 702 Richardson, TX 75081

Company Website: www.carrier.com

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: **Internet**. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: **Fax**. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: dallas.ccssvc@carrier.utc.com

Internet Contact: Steve Shelton Phone: 972-789-3448

Alternate E-mail Address: stephen.shelton@carrier.utc.com

Alternate Internet Contact: Gregg Vincent Phone: 972-789-3420

☐ I will receive purchase orders via **FAX.**

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: dallas.ccssvc@carrier.utc.com

Alternate E-mail Address: gregory.vincent@carrier.utc.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1901 N Glenville Dr **Department:** Ste 702

City: Richardson **State:** TX **Zip Code:** 75081

Contact Name: Stephen Shelton **Phone:** 972-789-3448

Fax: 860-660-9846 **E-mail Address:** stephen.shelton@carrier.utc.com

Alternative E-mail Address: christine.j.meredith@carrier.utc.com

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- [x] My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- [ ] My company is not owned or operated by anyone who has been convicted of a felony.
- [ ] My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): None

Details of Conviction(s): N/A

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Signature of Authorized Company Official

Edmundo Torquemada
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Signature of Authorized Company Official

Edmundo Torquemada
Printed Name

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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**

☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Carrier Corporation	One Carrier Place	
Company Name	Address	
Farmington	CT	06034-4015
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Signature of Authorized Company Official

Edmundo Torquemada
Printed Name

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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

N/A

Name of Certifying Agency:

N/A

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corporation

Company Name

Edmundo Torquemada

Printed Name

Signature of Authorized Company Official

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at https://www.buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Carrier Corporation
Company Name

Signature of Authorized Company Official

Edmundo Torquemada
Printed Name

07/17/17
Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

_____

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

_____

3. Number of Days for Delivery: will vary ARO

4. Vendor Reference/Quote Number: 4859

5. State your return policy: Return policy will be provided upon request at the time of quote, specific to product being quoted.
There are different return policies applicable to the various products that Carrier manufactures or provides.

6. Are electronic payments acceptable? ☐Yes ☐ No

7. Are credit card payments acceptable? ☐Yes ☐ No

Carrier Corporation
Company Name

Signature of Authorized Company Official

Edmundo Torquemada
Printed Name

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

N/A

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

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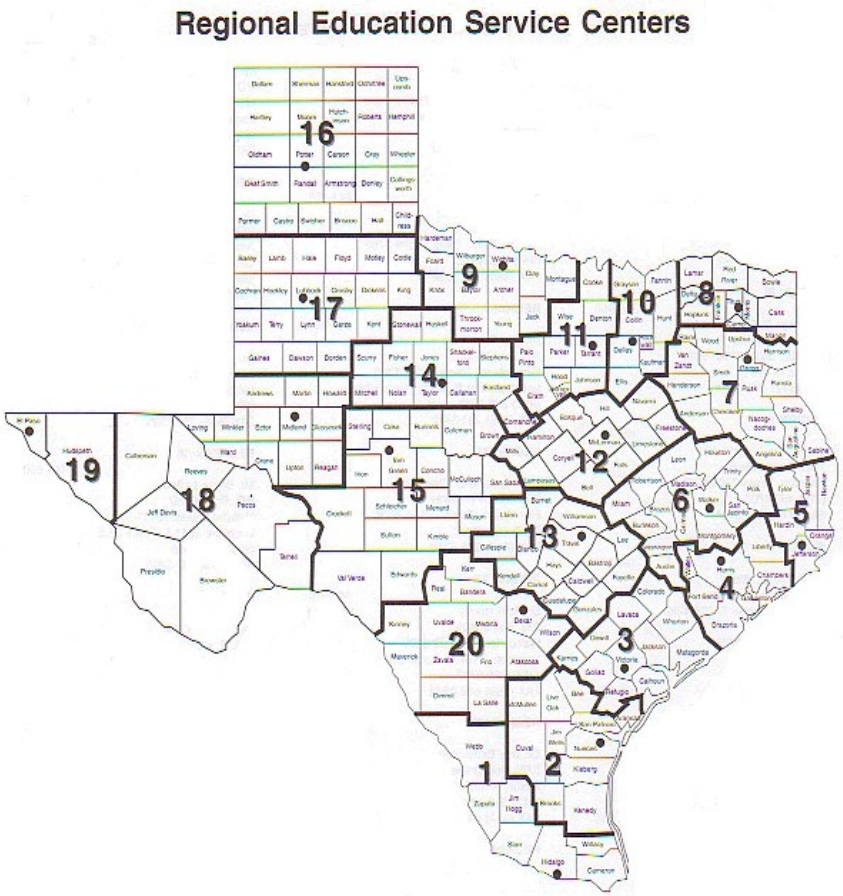
TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.



☐ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

Carrier Corporation

Company Name

Signature of Authorized Company Official

Edmundo Torquemada

Printed Name

☐ I will not service members of the Texas Cooperative.

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Carrier Corporation

Company Name

Signature of Authorized Company Official

Edmundo Torquemada

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Carrier Corporation	552-17
Name of Vendor	Proposal Invitation Number
	Edmundo Torquemada
Signature of Authorized Company Official	Printed Name of Authorized Company Official

07/17/17

Date

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Signature of Authorized Company Official

Edmundo Torquemada
Printed Name

MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Carrier actively uses our relationship with Buy Board to engage existing and new customers. We have several existing customers that exclusively use the Buy Board contract to purchase from Carrier. For example, Texas Tech and Bexar County. Any time we engage with a new customer that would benefit from the Buy Board contract, we direct them to the member website to register. We have also advertised our relationship with Buy Board in recent customer proposals to make their purchasing decision simpler. We consider our sales staff and managers to be well-versed on the Buy Board process.

Carrier Corporation

Company Name

Signature of Authorized Company Official

Edmundo Torquemada

Printed Name

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Carrier Corporation
Company Name

Signature of Authorized Company Official

Edmundo Torquemada
Printed Name

07/17/17
Date

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

---

1. Vendor Violation or Breach of Contract Terms:

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 USC 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.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

---

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

---

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

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5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or 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.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. 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.

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11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	
2. Termination for Cause or Convenience	YES	
3. Equal Employment Opportunity	YES	
4. Davis-Bacon Act	YES	
5. Contract Work Hours and Safety Standards Act	YES	
6. Right to Inventions Made Under a Contract or Agreement	YES	
7. Clean Air Act and Federal Water Pollution Control Act	YES	
8. Debarment and Suspension	YES	
9. Byrd Anti-Lobbying Amendment	YES	
10. Procurement of Recovered Materials	YES	
11. Profit as a Separate Element of Price	YES	
12. General Compliance and Cooperation with Cooperative Members	YES	

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Carrier Corporation
Company Name

Signature of Authorized Company Official

Edmundo Torquemada
Printed Name

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Please see Attachment A (Proposal Invitation Questionnaire)

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

Please see Attachment A (Proposal Invitation Questionnaire)

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Please see Attachment A (Proposal Invitation Questionnaire)

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

Please see Attachment A (Proposal Invitation Questionnaire)

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

Please see Attachment A (Proposal Invitation Questionnaire)

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Please see Attachment A (Proposal Invitation Questionnaire)

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Please see Attachment A (Proposal Invitation Questionnaire)

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

Please see Attachment A (Proposal Invitation Questionnaire)

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

Please see Attachment A (Proposal Invitation Questionnaire)

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Please see Attachment A (Proposal Invitation Questionnaire)

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Please see Attachment A (Proposal Invitation Questionnaire)

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

Please see Attachment A (Proposal Invitation Questionnaire)

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Signature of Authorized Company Official

Carrier Strategic Accounts
5900-B Northwoods Business Parkway
Charlotte, N.C. 28269

United Technologies
Climate | Controls | Security

PROPOSAL INVITATION QUESTIONNAIRE

The following is Carrier Corporation's response to the questions in Proposal Invitation Questionnaire (Pages 32- 35). Carrier's answers are in blue below.

Proposal Invitation No. 552-17 – HVAC Equipment, Supplies, and Installation of HVAC Equipment

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

   Carrier Engineering Corporation was incorporated in New York on June 26, 1915. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation. The company is not currently for sale or involved in transactions that would alter the business.

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contact. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

   Over the last 5 years, we've had the opportunity to perform a vast amount of work for Texas governmental entities. The list is too extensive to include in one summary. However, below is a representation of the types of work we've performed for the entities covered under this contract.

   - Several Chiller replacements and large repair jobs at Texas schools. Some recent examples include:
     - Garland ISD (chiller replacement) $230,277 2016
     - Arlington ISD (chiller replacement) $208,052 2016
     - Dallas ISD (chiller repairs) $42,548 2016

   - Texas Tech University
     - Chilled Water Plant Renovation $4,504,584 2016

- City of Round Rock:
  - RTU Replacement $289,936 2016
  - AHU Replacement $257,526 2016

3. Describe the resources Proposer has to manage, staff and successfully perform the work contemplated under this contract. State the number and summarize the experience of company personnel who may be utilized for the work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for work associated with this contract.

   The Carrier Commercial Service office in the State of Texas has highly qualified and factory certified technicians throughout the entire state. In addition, we have project management personnel and degreed engineers to assist with project development and implementation. Lastly, we have a staff of direct sales and service sales personnel able to assist and consult mechanical engineers and owners with product selection, application and energy savings. Also, Carrier is owned and backed by United Technologies Corporation, a Fortune 50 company with complementing sister companies centered on building systems and controls, such as Automated Logic, Carrier Rentals, Spot Coolers and Otis elevators. In Texas, we have local Carrier offices in Dallas, Fort Worth, Austin, San Antonio, Houston, Corpus Christi and El Paso. From those offices, we have technician support across the entire state.

4. The contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract.

   It is customary for Carrier Commercial Service to frequently partner with our end-users and their and engineering team on a project-by-project basis.

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

   - Service & Support Agreements
     - Preventative and Full-Maintenance
   - Facility Modernization
     - Turnkey replacements
     - HVAC system upgrades
     - Building automation upgrades
     - System migrations
     - Equipment re-builds
     - Variable speed drives
   - Building Automation
     - Direct digital controls

    - Web-based operator interface
    - Energy management
    - Monitoring and alarming
    - HVAC integration
    - I-Vu BACnet Web-based controls
    - Wireless chiller analysis service
- Building & System Continuity Solutions
    - 24/7/365 replacement and conversion
    - Temporary HVAC rentals & portable power
- Stat-up & Commissioning
    - Applied equipment and systems
    - System re-commissioning
- Multi-Site Service, 24/7/365 monitoring and support
- Specialized System Services
    - Refrigerant and oil analysis
    - Vibration analysis
    - Eddy current testing
    - Thermodynamic testing
- Power Solutions
    - Distributed generation
    - Waste heat conversion
- Energy Solutions
    - Facility audits and analysis
    - Measurement and verification

6. Describe Proposer's financial capability to perform the contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

   Carrier Corporation is a wholly owned subsidiary of United Technologies Corporation, a publicly traded corporation (UTX). Since Carrier Corporation does not have its own financials, it cannot be rated by D&B. However, UTC has a 5A2 rating. Our bonding company is Federal Insurance Company (908) 903-2000. Our bonding agent is AON Risk Services (212) 479-3726. Bonding limit is $10,000,000 per project with aggregate/contract of $500,000,000. Carrier Corporation has never had a claim or triggered a payment by the surety company.

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

   None

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted or that have been terminated for any reason and for each provide the project name, scope, value and date and the name of the procuring governmental entity. Fully explain the circumstances of the default or termination.

   None

9. List all litigation or other legal proceedings, if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this contract or the work contemplated under this contract. (The list should include the contractor as well as the product supplier.). Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

   Carrier Corporation ("Carrier") is a wholly-owned subsidiary of United Technologies Corporation, a publicly traded corporation. Carrier is engaged in the research, development, manufacture and sale of heating, ventilating, air conditioning and refrigeration products. Carrier had gross sales in 2013 of approximately $17.1 Billion. In the normal course of business, Carrier becomes involved in various lawsuits and other disputes. Carrier strives to act responsibly in all circumstances.

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the contract.

    Carrier's manufacturing facilities are ISO Certified. Also, Achieving Competitive Excellence (ACE) is our operating system at Carrier. ACE is a customer-focused, process-based methodology for achieving higher levels of customer satisfaction and business performance. The ACE approach aligns decisions and resource allocation with those activities that will yield the most impact on customer-defined expectations. Included in the ACE definition of "customers" are all stakeholders in the business such as recipients of our products and services (external customers), other groups within CCS who rely on our outputs (internal customers), UTC shareholders, employees, and the environment in which we live. This drives a balanced approach to improvements.

    ACE applies in all site environments including manufacturing, business process (including engineering and other functions) and field operations; however, it is not "one size fits all." The purpose of using ACE is to drive continuous improvement and the tools are used in a way that adds value and enables us to meet our overall objectives.

    ACE was first introduced to UTC in 1996 as the fusion of two philosophies and tool sets: Quality First from Yuzuru Ito, UTC's Quality Consultant during the 1990's and

"Flow (Productivity) First" from Taiichi Ohno, the developer of the Toyota Production System.
ACE also has other philosophical threads and tools, known collectively as process certification, that stem from the teachings of W. Edwards Deming and Genichi Taguchi, who in 1960 revolutionized the definition of quality to mean "on target with minimal variation.

11. If the work will require Proposer to tender performance and payment bonds, provide the name of the bonding company or surety that will issue such bonds.

    Our bonding company is Federal Insurance Company (908) 903-2000. Our bonding agent is AON Risk Services (212) 479-3726. Bonding limit is $10,000,000 per project with aggregate/contract of $500,000,000. Carrier Corporation has never had a claim or triggered a payment by the surety company.

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last 3 years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

    Experience Modification Rate - Current and Previous 5 Years

2016	2015	2014	2013
0.54	0.56	0.58	0.56

    Please see attached EH&S submittal documentation for details on any documented safety issues

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- ☐ Completed: **Proposer's Agreement and Signature**
- ☐ Completed: **Vendor Contact Information**
- ☐ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☐ Completed: **Resident/Nonresident Certification**
- ☐ Completed: **Historically Underutilized Business (HUB) Certification**)
- ☐ Completed: **Construction Related Goods and Services Affirmation**
- ☐ Completed: **Deviation/Compliance**
- ☐ Completed: **Dealership Listings**
- ☐ Completed: **Texas Regional Service Designation**
- ☐ Completed: **State Service Designation**
- ☐ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☐ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Completed: **Governmental References**
- ☐ Completed: **Marketing Strategy**
- ☐ Completed: **Confidential/Proprietary Information**
- ☐ Completed: **Vendor Business Name with IRS Form W-9**
- ☐ Completed: **EDGAR Vendor Certification**
- ☐ Completed: **Proposal Invitation Questionnaire**
- ☐ Completed: **Required Forms Checklist**
- ☐ Completed: **Proposal Specification Form with Catalogs/Pricelists, Manufacturer Authorization Letters and License**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 552-17-HVAC Equipment, Supplies, and Installation of HVAC Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- ☐Manufacturers shall be listed in alphabetical order
- ☐Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. In addition, Proposers responding to this Proposal Invitation that provide installation and repair services must submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Proposer's responding to this Proposal Invitation must submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, the appropriate licensing agency for the state(s) the vendor proposes shall be provided.

NOTE 4: Vendors proposing to provide installation and repair services may propose a not-to-exceed hourly labor rate, a not-to exceed coefficient for unit price book, or both. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
Section I: Equipment, Products, and Supplies					
1	Discount (%) Off Catalog/Pricelist for HVAC Equipment	Please state the discount (%) off catalog/pricelist for **HVAC Equipment** (all types -- rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, and related items.). **Catalog/Pricelist MUST be included or proposal will not be considered.**	65 %	catalog pricelist attached	Split systems, 60% off list Packaged units, 60% off list 23XRV, 60% off list
2	Discount (%) Off Catalog/Pricelist for HVAC Controls, Software and Monitoring Systems	Please state the discount (%) off catalog/pricelist for **HVAC Controls, Software and Monitoring Systems** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**	40 %	catalog pricelist attached	
3	Discount (%) Off Catalog/Pricelist for HVAC Air Handling Products	Please state the discount (%) off catalog/pricelist for **HVAC Air Handling Products** (all types -- coils, fans, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**	65 %	catalog pricelist attached	Air terminals, 60% off list Fan Coils, 60% off list

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 552-17-HVAC Equipment, Supplies, and Installation of HVAC Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
4	Discount (%) Off Catalog/Pricelist for HVAC Supplies	Please state the discount (%) off catalog/pricelist for **HVAC Supplies** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**	40 %	catalog pricelist attached	
5	Discount (%) Off Catalog/Pricelist for HVAC Filters	Please state the discount (%) off catalog/pricelist for **HVAC Filters** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**	40 %	catalog pricelist attached	
6	Discount (%) Off Catalog/Pricelist for Indoor Air Quality Products	Please state the discount (%) off catalog/pricelist for **HVAC Indoor Air Quality Products** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**	40 %	catalog pricelist attached	
7	Discount (%) Off Catalog/Pricelist for HVAC Repair Parts	Please state the discount (%) off catalog/pricelist for **HVAC Repair Parts** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**	40 %	catalog pricelist attached	
8	Discount (%) Off Catalog/Pricelist for HVAC Refrigerants	Please state the discount (%) off catalog/pricelist for **HVAC Refrigerants** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**	@ market value %		
9	Discount (%) Off Catalog/Pricelist for HVAC Refrigerant Recovery Equipment	Please state the discount (%) off catalog/pricelist for **HVAC Refrigerant Recovery Equipment** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**	40 %	catalog pricelist attached	
10	Discount (%) Off Catalog/Pricelist for UVC Emitters/Lamps	Please state the discount (%) off catalog/pricelist for **UVC Emitters/Lamps** (used to incorporate downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures and lamps must be manufactured for this purpose and safety interlocks/features shall be provided to limit hazard to operating staff). **Catalog/Pricelist MUST be included or proposal will not be considered.**	40 %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 552-17-HVAC Equipment, Supplies, and Installation of HVAC Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
11	Discount (%) Off Catalog/Pricelist for Insulation Products for HVAC Equipment	Please state the discount (%) off catalog/pricelist for **Insulation Products for HVAC Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	40 %		
12	Discount (%) Off Catalog/Pricelist for HVAC Maintenance Agreements	Please state the discount (%) off catalog/pricelist for **HVAC Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	10 %		discount included in labor pricing

NOTE 4: Vendors proposing to provide installation and repair services may propose a not-to-exceed hourly labor rate, a not-to exceed coefficient for unit price book, or both. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate and/or Proposer's Coefficient (RSMeans)	Detailed Information on Labor Rate including Vendor's Standard and Non-Standard Hours	Exceptions to Labor Rate
Section II: Installation and Repair Service					
13	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	**Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products** -- State the **Not to Exceed** standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	$ ST 115 /Hour	ST - $115.00 OT - $172.50 DT - $230.00 (Sun & Hol)	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 552-17-HVAC Equipment, Supplies, and Installation of HVAC Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate and/or Proposer's Coefficient (RSMeans)	Detailed Information on Labor Rate including Vendor's Standard and Non-Standard Hours	Exceptions to Labor Rate
14	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	**Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products** -- State the **Not to Exceed** non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	$ ST 115 /Hour	ST - $115.00 OT - $172.50 DT - $230.00 (Sun & Hol)	
15	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	**Hourly Labor Rate for Installation of HVAC Filter Change Out Service** (including labor, filters and removal/disposal of product) -- State the **Not to Exceed** hourly labor rate for Installation of HVAC Filter Products.	$ ST 115 /Hour	ST - $115.00 OT - $172.50 DT - $230.00 (Sun & Hol)	
16	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	**Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products --** RSMeans Cost Data from the Total INCL O&P column (most current edition).	0.95		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

17	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	**Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products --** RSMeans Cost Data from the Total INCL O&P column (most current edition).	0.95		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Texas Department of Licensing and Regulation

Result Listing

Name and Location	Other Information
MCBLAIN, DUSTIN RAY CARRIER CORPORATION 10132 DORSETT DR FORNEY TX 75126-4098 County: KAUFMAN No DBA found	**Air Conditioning/Refrigeration Contractor** License #: TACLA00034419C Expiration Date: 11/16/2017 Type: AC Phone: (972) 789-3420

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1 Discount (%) Off Catalog/Pricelist for HVAC Equipment

Vendor	Vendor Catalog Info	Percent Discount	Award
Mechanical Reps, Inc	4Front/Entrematic - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	No
American Mechanical Services	Aaon - American Mechanical Services pricelist	0%	No
Dominion Air & Heat LLC	Aaon - Dominion Air & Heat pricelist	5%	No
Lubbock Tech Sales LTD	AAON - Lubbock Tech Sales pricelist	30%	Yes
Lubbock Tech Sales LTD	ABB - Lubbock Tech Sales pricelist	30%	No
Roessler Equipment Company, Inc.	ABB - Roessler Equipment pricelist	0%	Yes
ABM Building Services - Austin	ABM pricelist	10%	No
Mechanical Reps, Inc	Acutherm - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	No
Mechanical Reps, Inc	Air Monitor - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	No
American Mechanical Services	Allied - American Mechanical Services pricelist	0%	No
Mechanical Reps, Inc	American Air Filter - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	No
ARI Phoenix, Inc	ARI/Hetra - ARI Phoenix pricelist	18.2%	No
American Mechanical Services	Armstrong - American Mechanical Services pricelist	0%	No
Mechanical Reps, Inc	Ashcroft - Mechanical Reps pricelist (all Texas regions)	32%	No
Mechanical Reps, Inc	ATCO - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	No
American Mechanical Services	B&G - American Mechanical Services pricelist	0%	No
American Mechanical Services	BAC - American Mechanical Services pricelist	0%	No
Baker Distributing	Baker Distributing pricelist	10%	No
American Mechanical Services	Baldor - American Mechanical Services pricelist	0%	No
Dominion Air & Heat LLC	Baltimore Air Cool - Dominion Air & Heat pricelist	5%	No
CAPP	Belimo - CAPP pricelist	60%	No

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1 Discount (%) Off Catalog/Pricelist for HVAC Equipment

Vendor	Vendor Catalog Info	Percent Discount	Award
CAPP	Bell & Gossett - CAPP pricelist	39.5%	No
Mechanical Reps, Inc	Berner - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	Yes
Mechanical Reps, Inc	Broan/Nutone - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	Yes
Air-Tech Brazos Valley A/C Heating	Carrier - Air-Tech Brazos Valley A/C Heating Service pricelist	5%	No
American Mechanical Services	Carrier Corporation - American Mechanical Services pricelist	0%	No
MLN Service Company	Carrier Corporation - MLN Service Company pricelist	0%	No
Texair Company Inc.	Carrier Corporation - Texair Company pricelist	15%	No
Carrier Corporation	Carrier Corporation pricelist (60% to 65% discount)	60%	Yes
Dominion Air & Heat LLC	Carrier Enterprise - Dominion Air & Heat pricelist	5%	Yes
E3 Entegral Solutions	Carrier Enterprise - E3 Entegral Solutions pricelist	5%	Yes
Rabroker A/C & Plumbing	Carrier Enterprise - Rabroker A/C & Plumbing pricelist	10%	Yes
Texair Company Inc.	Carrier Enterprise - Texair Company pricelist	15%	Yes
TSP Specialty Products	Climacool - TSP Specialty Products pricelist	15%	No
TSP Specialty Products	Climate Master - TSP Specialty Products pricelist	15%	No
American Mechanical Services	Coilmaster - American Mechanical Services pricelist	0%	No
Mechanical Reps, Inc	Dace - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	No
American Mechanical Services	Daikin - American Mechanical Services pricelist	0%	No
Perry Mechanical Systems	Daikin - Perry Mechanical Systems pricelist	50%	Yes
Daikin Applied	Daikin Tools - Daikin Applied pricelist (44% to 59% discount)	44%	Yes
Perry Mechanical Systems	Danfoss - Perry Mechanical Systems pricelist	30%	Yes

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3 Discount (%) Off Catalog/Pricelist for HVAC Air Handling Products

Vendor	Vendor Catalog Info	Percent Discount	Award
Mechanical Reps, Inc	4Front/Entrematic - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	No
American Mechanical Services	Aaon - American Mechanical Services pricelist	0%	No
Dominion Air & Heat LLC	Aaon - Dominion Air & Heat pricelist	5%	No
ABM Building Services - Austin	ABM pricelist	10%	No
Mechanical Reps, Inc	Acutherm - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	Yes
Mechanical Reps, Inc	Air Monitor - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	Yes
American Mechanical Services	Allied - American Mechanical Services pricelist	0%	No
Mechanical Reps, Inc	American Air Filter - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	No
ARI Phoenix, Inc	ARI/Hetra - ARI Phoenix pricelist	18.2%	No
American Mechanical Services	Armstrong - American Mechanical Services pricelist	0%	No
Mechanical Reps, Inc	Ashcroft - Mechanical Reps pricelist (all Texas regions)	32%	Yes
Mechanical Reps, Inc	ATCO - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	Yes
American Mechanical Services	B&G - American Mechanical Services pricelist	0%	No
American Mechanical Services	BAC - American Mechanical Services pricelist	0%	No
Baker Distributing	Baker Distributing pricelist	10%	No
American Mechanical Services	Baldor - American Mechanical Services pricelist	0%	No
Hamilton Electric Works Inc	Baldor 501 - Hamilton Electric Works pricelist	20%	No
Dominion Air & Heat LLC	Baltimore Air Cool - Dominion Air & Heat pricelist	5%	No
CAPP	Belimo - CAPP pricelist	60%	No
CAPP	Bell & Gossett - CAPP pricelist	39.5%	No
Mechanical Reps, Inc	Berner - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	Yes

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3 Discount (%) Off Catalog/Pricelist for HVAC Air Handling Products

Vendor	Vendor Catalog Info	Percent Discount	Award
Mechanical Reps, Inc	Broan/Nutone - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	Yes
TSP Specialty Products	Carnes - TSP Specialty Products pricelist	20%	No
Air-Tech Brazos Valley A/C Heating	Carrier - Air-Tech Brazos Valley A/C Heating Service pricelist	5%	No
MLN Service Company	Carrier Corporation - MLN Service Company pricelist	0%	No
Texair Company Inc.	Carrier Corporation - Texair Company pricelist	15%	No
American Mechanical Services	Carrier Corporation- American Mechanical Services pricelist	0%	No
Carrier Corporation	Carrier Corporation pricelist (60% to 65% discount)	60%	Yes
Dominion Air & Heat LLC	Carrier Enterprise - Dominion Air & Heat pricelist	5%	Yes
E3 Entegral Solutions	Carrier Enterprise - E3 Entegral Solutions pricelist	5%	Yes
Rabroker A/C & Plumbing	Carrier Enterprise - Rabroker A/C & Plumbing pricelist	10%	Yes
Texair Company Inc.	Carrier Enterprise - Texair Company pricelist	15%	Yes
American Mechanical Services	Coilmaster - American Mechanical Services pricelist	0%	No
Mechanical Reps, Inc	Dace - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	Yes
American Mechanical Services	Daikin - American Mechanical Services pricelist	0%	No
Perry Mechanical Systems	Daikin - Perry Mechanical pricelist	50%	Yes
Daikin Applied	Daikin Tools - Daikin Applied pricelist (50% to 55% discount)	50%	Yes
American Mechanical Services	DataAire - American Mechanical Services pricelist	0%	No
Dominion Air & Heat LLC	Delta - Dominion Air & Heat pricelist	5%	No
Dominion Air & Heat LLC	Diakin - Dominion Air & Heat pricelist	5%	No
Mechanical Reps, Inc	Duct Direct - Mechanical Reps pricelist (Texas regions 1, 2, 3, 6, 12, 13, 15, 20 only)	32%	Yes

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4 Discount (%) Off Catalog/Pricelist for HVAC Supplies

Vendor	Vendor Catalog Info	Percent Discount	Award
Dominion Air & Heat LLC	Aaon pricelist	5%	Yes
ABM Building Services - Austin	ABM pricelist	10%	Yes
Universal Clean Air	Air Oasis pricelist	5%	Yes
Alex's Air Conditioning, Inc	Alex's Air Conditioning pricelist	25%	Yes
American Mechanical Services	American Mechanical Services pricelist	0%	Yes
ARI Phoenix, Inc	ARI/Hetra pricelist	18.2%	Yes
Morrison Supply Company	Atco pricelist	45%	Yes
Baker Distributing	Baker Distributing pricelist	10%	Yes
Hamilton Electric Works Inc	Baldor 501 pricelist	20%	Yes
Dominion Air & Heat LLC	Baltimore Air Cool pricelist	5%	Yes
Control Products	Belimo Controls pricelist	60%	Yes
CAPP	Belimo pricelist	60%	Yes
CAPP	Bell & Gossett pricelist	39.5%	Yes
Carrier Corporation	Carrier Corporation pricelist	40%	Yes
Dominion Air & Heat LLC	Carrier pricelist	5%	Yes
Daikin Applied	Daikin Applied pricelist	10%	Yes
Dominion Air & Heat LLC	Delta pricelist	5%	Yes
DMI Corporation/Decker Mechanic	DMI Corporation/Decker Mechanical pricelist 0% to 15% discount)	0%	Yes
Englo, Inc	Englo pricelist	0%	No
Ferraras Heating and Air	Ferraras Heating and Air pricelist	10%	Yes
CAPP	Fireye pricelist	33%	Yes
Lubbock Tech Sales LTD	Flexible Technologies pricelist	25%	Yes
Fox Service Company	Fox Service Company pricelist	44%	Yes
Garnet Dynamics, Inc.	Garnet Dynamics pricelist	10%	Yes
Heat Transfer Solutions	Heat Transfer Solutions pricelist	0%	No
CAPP	Honeywell pricelist	63%	Yes
Control Products	Honeywell pricelist	57%	No
Jacobs-Cathey Company	Jacobs-Cathey pricelist	10%	Yes

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5 Discount (%) Off Catalog/Pricelist for HVAC Filters

Vendor	Vendor Catalog Info	Percent Discount	Award
Joe W. Fly Co., Inc.	3M pricelist	10%	No
ABM Building Services - Austin	ABM pricelist	10%	Yes
Air Filters, Inc.	Air Filters Pricelist	55%	Yes
Air-Tech Brazos Valley A/C Heating	Air-Tech Brazos Valley A/C Heating Service pricelist	2%	Yes
Alex's Air Conditioning, Inc	Alex's Air Conditioning pricelist	15%	Yes
American Mechanical Services	American Mechanical Services pricelist	0%	Yes
ARI Phoenix, Inc	ARI/Hetra pricelist	18.2%	Yes
Baker Distributing	Baker Distributing pricelist	15%	Yes
CAPP	Belimo pricelist	60%	Yes
CAPP	Bell & Gossett pricelist	39.5%	Yes
Advanced Filtration Products, LLC	Camfil - Advantage Filtration pricelist	30%	Yes
Carrier Corporation	Carrier Corporation pricelist	40%	Yes
Joe W. Fly Co., Inc.	Clarcer pricelist	15%	No
Joe W. Fly Co., Inc.	Columbus pricelist	20%	Yes
Daikin Applied	Daikin Applied pricelist (4% to 82% discount)	4%	Yes
Dominion Air & Heat LLC	Dominion Air & Heat pricelist	3%	Yes
Englo, Inc	Englo pricelist	0%	No
Ferraras Heating and Air	Ferraras Heating and Air pricelist	10%	Yes
Joe W. Fly Co., Inc.	Fiberbond pricelist	15%	No
Filtration Products	Filtration Products pricelist	0%	Yes
CAPP	Fireye pricelist	33%	Yes
Fox Service Company	Fox Service Company pricelist	40%	Yes
Garnet Dynamics, Inc.	Garnet Dynamics pricelist	10%	Yes
Aire Flo Filter	Glasfloss - Aire Flow Filter pricelist	20%	No
Morrison Supply Company	Glassfloss pricelist	45%	Yes
Heat Transfer Solutions	Heat Transfer Solutions pricelist	0%	No
CAPP	Honeywell pricelist	63%	Yes

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6 Discount (%) Off Catalog/Pricelist for Indoor Air Quality Products

Vendor	Vendor Catalog Info	Percent Discount	Award
ABM Building Services - Austin	ABM pricelist	10%	Yes
Universal Clean Air	Air Oasis pricelist	5%	Yes
Alex's Air Conditioning, Inc	Alex's Air Conditioning pricelist	25%	Yes
American Mechanical Services	American Mechanical Services pricelist	0%	Yes
TSP Specialty Products	AQD pricelist	20%	Yes
ARI Phoenix, Inc	ARI/Hetra pricelist	18.2%	Yes
Baker Distributing	Baker Distributing pricelist	15%	Yes
CAPP	Belimo pricelist	60%	Yes
CAPP	Bell & Gossett pricelist	39.5%	Yes
Carrier Corporation	Carrier Corporation pricelist	40%	Yes
Daikin Applied	Daikin Applied pricelist	10%	Yes
Dominion Air & Heat LLC	Dominion Air & Heat pricelist	5%	Yes
Englo, Inc	Englo pricelist	0%	Yes
Ferraras Heating and Air	Ferraras Heating and Air pricelist	10%	Yes
CAPP	Fireye pricelist	33%	Yes
Garnet Dynamics, Inc.	Garnet Dynamics pricelist	10%	Yes
Heat Transfer Solutions	Heat Transfer Solutions pricelist	0%	No
CAPP	Honeywell pricelist	63%	Yes
Morrison Supply Company	Honeywell pricelist	35%	No
TSP Specialty Products	IAQ pricelist	20%	Yes
Jacobs-Cathey Company	Jacobs-Cathey pricelist	10%	Yes
CAPP	Johnson Controls pricelist	61%	Yes
Johnstone Supply - Corpus Christi	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Dallas	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Houston	Johnstone Supply pricelist	45%	Yes
Capstone Mechanical, LP.	Lennox pricelist	3%	Yes
Lennox Industries, Inc	Lennox pricelist	0%	Yes
Lochridge Priest	Lochridge Priest pricelist	25%	Yes

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7 Discount (%) Off Catalog/Pricelist for HVAC Repair Parts

Vendor	Vendor Catalog Info	Percent Discount	Award
ABM Building Services - Austin	ABM pricelist	10%	Yes
Air-Tech Brazos Valley A/C Heating	Air-Tech Brazos Valley A/C Heating Service pricelist	3%	Yes
Alex's Air Conditioning, Inc	Alex's Air Conditioning pricelist	25%	Yes
American Mechanical Services	American Mechanical Services pricelist	0%	Yes
ARI Phoenix, Inc	ARI/Hetra pricelist	18.2%	Yes
Austin Armature Works LP	Austin Armature Works pricelist	20%	Yes
Baker Distributing	Baker Distributing pricelist	10%	Yes
Hamilton Electric Works Inc	Baldor 501 pricelist	20%	Yes
CAPP	Belimo pricelist	60%	Yes
TSP Specialty Products	Belimo pricelist (15% to 50% discount)	15%	No
CAPP	Bell & Gossett pricelist	39.5%	Yes
Carrier Corporation	Carrier Corporation pricelist	40%	Yes
Daikin Applied	Daikin Applied pricelist	10%	Yes
Perry Mechanical Systems	Daikin pricelist	25%	Yes
Dominion Air & Heat LLC	Dominion Air & Heat pricelist	5%	Yes
Englo, Inc	Englo pricelist	0%	No
TSP Specialty Products	Evapco pricelist (15% to 50% discount)	15%	Yes
Ferraras Heating and Air	Ferraras Heating and Air pricelist	10%	Yes
CAPP	Fireye pricelist	33%	Yes
Fox Service Company	Fox Service Company pricelist	44%	Yes
Garnet Dynamics, Inc.	Garnet Dynamics pricelist	10%	Yes
Advanced Filtration Products, LLC	Gates - Advantage Filtration pricelist	30%	Yes
Longhorn Mechanical Inc.	Goodman pricelist	10%	Yes
Heat Transfer Solutions	Heat Transfer Solutions pricelist	0%	No
CAPP	Honeywell pricelist	63%	Yes
Jacobs-Cathey Company	Jacobs-Cathey pricelist	10%	Yes
CAPP	Johnson Controls pricelist	61%	Yes
Johnstone Supply - Dallas	Johnstone Supply pricelist	50%	Yes

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8 Discount (%) Off Catalog/Pricelist for HVAC Refrigerants

Vendor	Vendor Catalog Info	Percent Discount	Award
ABM Building Services - Austin	ABM pricelist	10%	Yes
Airgas Refrigerants, Inc	Airgas Refrigerants pricelist	0%	Yes
Air-Tech Brazos Valley A/C Heating	Air-Tech Brazos Valley A/C Heating Service pricelist	2%	Yes
Alex's Air Conditioning, Inc	Alex's Air Conditioning pricelist	15%	Yes
American Mechanical Services	American Mechanical Services pricelist	0%	Yes
CAPP	Belimo pricelist	60%	Yes
CAPP	Bell & Gossett pricelist	39.5%	Yes
Carrier Corporation	Carrier Corporation pricelist	0%	Yes
Daikin Applied	Daikin Applied pricelist	10%	Yes
Dominion Air & Heat LLC	Dominion Air & Heat pricelist	5%	Yes
Englo, Inc	Englo pricelist	0%	No
Ferraras Heating and Air	Ferraras Heating and Air pricelist	10%	Yes
CAPP	Fireye pricelist	33%	Yes
Garnet Dynamics, Inc.	Garnet Dynamics pricelist	5%	Yes
Heat Transfer Solutions	Heat Transfer Solutions pricelist	0%	No
CAPP	Honeywell pricelist	63%	Yes
Morrison Supply Company	Honeywell pricelist	30%	No
Jacobs-Cathey Company	Jacobs-Cathey pricelist	10%	Yes
CAPP	Johnson Controls pricelist	61%	Yes
Johnstone Supply - Corpus Christi	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Dallas	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Houston	Johnstone Supply pricelist	0%	Yes
Lennox Industries, Inc	Lennox pricelist	0%	Yes
Lochridge Priest	Lochridge Priest pricelist	10%	Yes
Longhorn Mechanical Inc.	Longhorn Mechanical pricelist	0%	Yes
MLN Service Company	MLN Service Company pricelist	0%	Yes
Rabroker A/C & Plumbing	Rabroker A/C & Plumbing pricelist	10%	Yes
Robert Madden Industries	Robert Madden Industries pricelist	0%	Yes

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9 Discount (%) Off Catalog/Pricelist for HVAC Refrigerant Recovery Equipment

Vendor	Vendor Catalog Info	Percent Discount	Award
Alex's Air Conditioning, Inc	Alex's Air Conditioning pricelist	12%	Yes
American Mechanical Services	American Mechanical Services pricelist	0%	Yes
Baker Distributing	Baker Distributing pricelist	10%	Yes
CAPP	Belimo pricelist	60%	Yes
CAPP	Bell & Gossett pricelist	39.5%	Yes
Carrier Corporation	Carrier Corporation pricelist	40%	Yes
Morrison Supply Company	CPC pricelist	20%	Yes
Daikin Applied	Daikin Applied pricelist	10%	Yes
Dominion Air & Heat LLC	Dominion Air & Heat pricelist	5%	Yes
Englo, Inc	Englo pricelist	0%	No
Ferraras Heating and Air	Ferraras Heating and Air pricelist	10%	Yes
CAPP	Fireye pricelist	33%	Yes
Garnet Dynamics, Inc.	Garnet Dynamics pricelist	5%	Yes
Heat Transfer Solutions	Heat Transfer Solutions pricelist	0%	No
CAPP	Honeywell pricelist	63%	Yes
Jacobs-Cathey Company	Jacobs-Cathey pricelist	10%	Yes
Morrison Supply Company	JB pricelist	20%	Yes
CAPP	Johnson Controls pricelist	61%	Yes
Johnstone Supply - Corpus Christi	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Dallas	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Houston	Johnstone Supply pricelist	45%	Yes
Lennox Industries, Inc	Lennox pricelist	0%	Yes
Lochridge Priest	Lochridge Priest pricelist	0%	Yes
MLN Service Company	MLN Service Company pricelist	0%	Yes
Rabroker A/C & Plumbing	Rabroker A/C & Plumbing pricelist	10%	Yes
Robert Madden Industries	Robert Madden Industries pricelist	20%	Yes
CAPP	Robertshaw pricelist	56%	Yes
CAPP	Siemens pricelist	69.5%	Yes

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10 Discount (%) Off Catalog/Pricelist for UVC Emitters/Lamps

Vendor	Vendor Catalog Info	Percent Discount	Award
Alex's Air Conditioning, Inc	Alex's Air Conditioning pricelist	25%	Yes
American Mechanical Services	American Mechanical Services pricelist	0%	Yes
TSP Specialty Products	AQD pricelist	30%	Yes
Baker Distributing	Baker Distributing pricelist	15%	Yes
CAPP	Belimo pricelist	60%	Yes
CAPP	Bell & Gossett pricelist	39.5%	Yes
Carrier Corporation	Carrier Corporation pricelist	40%	Yes
Daikin Applied	Daikin Applied pricelist	10%	Yes
Dominion Air & Heat LLC	Dominion Air & Heat pricelist	3%	Yes
Englo, Inc	Englo pricelist	0%	No
Ferraras Heating and Air	Ferraras Heating and Air pricelist	10%	Yes
CAPP	Fireye pricelist	33%	Yes
Garnet Dynamics, Inc.	Garnet Dynamics pricelist	5%	Yes
Heat Transfer Solutions	Heat Transfer Solutions pricelist	0%	No
CAPP	Honeywell pricelist	63%	Yes
Jacobs-Cathey Company	Jacobs-Cathey pricelist	10%	Yes
CAPP	Johnson Controls pricelist	61%	Yes
Johnstone Supply - Dallas	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Corpus Christi	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Houston	Johnstone Supply pricelist	45%	Yes
Lochridge Priest	Lenox Commercial pricelist (2% to 3% discount)	2%	Yes
Mechanical Reps, Inc	Mechanical Reps pricelist	32%	Yes
MLN Service Company	MLN Service Company pricelist	0%	Yes
Morrison Supply Company	Morrison Supply Company pricelist	35%	Yes
Rabroker A/C & Plumbing	Rabroker A/C & Plumbing pricelist	10%	Yes
Robert Madden Industries	Robert Madden Industries pricelist	20%	Yes
CAPP	Robertshaw pricelist	56%	Yes
Joe W. Fly Co., Inc.	Sanuvox Technologies pricelist	15%	Yes

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11 Discount (%) Off Catalog/Pricelist for Insulation Products for HVAC Equipment

Vendor	Vendor Catalog Info	Percent Discount	Award
ABM Building Services - Austin	ABM pricelist	10%	Yes
Alex's Air Conditioning, Inc	Alex's Air Conditioning pricelist	25%	Yes
American Mechanical Services	American Mechanical Services pricelist	0%	Yes
Baker Distributing	Baker Distributing pricelist	10%	Yes
CAPP	Belimo pricelist	60%	Yes
CAPP	Bell & Gossett pricelist	39.5%	Yes
Carrier Corporation	Carrier Corporation pricelist	40%	Yes
Daikin Applied	Daikin Applied pricelist	10%	Yes
Dominion Air & Heat LLC	Dominion Air & Heat pricelist	3%	Yes
Englo, Inc	Englo pricelist	0%	No
Ferraras Heating and Air	Ferraras Heating and Air pricelist	10%	Yes
CAPP	Fireye pricelist	33%	Yes
Garnet Dynamics, Inc.	Garnet Dynamics pricelist	15%	Yes
Heat Transfer Solutions	Heat Transfer Solutions pricelist	0%	No
CAPP	Honeywell pricelist	63%	Yes
Jacobs-Cathey Company	Jacobs-Cathey pricelist	10%	Yes
CAPP	Johnson Controls pricelist	61%	Yes
Johnstone Supply - Dallas	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Corpus Christi	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Houston	Johnstone Supply pricelist	45%	Yes
Lochridge Priest	Lochridge Priest pricelist	0%	Yes
MLN Service Company	MLN Service Company pricelist	0%	Yes
Morrison Supply Company	Owens Corning pricelist	45%	Yes
Rabroker A/C & Plumbing	Rabroker A/C & Plumbing pricelist	10%	Yes
Robert Madden Industries	Robert Madden Industries pricelist	20%	Yes
CAPP	Robertshaw pricelist	56%	Yes
CAPP	Siemens pricelist	69.5%	Yes
CAPP	Spirax/Sarco pricelist	23%	Yes

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12 Discount (%) Off Catalog/Pricelist for HVAC Maintenance Agreements

Vendor	Vendor Catalog Info	Percent Discount	Award
ABM Building Services - Austin	ABM pricelist	10%	Yes
Air-Tech Brazos Valley A/C Heating	Air-Tech Brazos Valley A/C Heating Service pricelist	0%	Yes
Alex's Air Conditioning, Inc	Alex's Air Conditioning pricelist	0%	Yes
American Mechanical Services	American Mechanical Services pricelist	0%	Yes
Baker Distributing	Baker Distributing pricelist	10%	Yes
CAPP	Belimo pricelist	60%	Yes
CAPP	Bell & Gossett pricelist	39.5%	Yes
Berger Engineering Company	Berger Engineering Company pricelist	10%	Yes
Carrier Corporation	Carrier Corporation pricelist	10%	Yes
Control Technologies, Inc.	Control Technologies pricelist	50%	Yes
Daikin Applied	Daikin Applied pricelist	10%	Yes
T.E.A.M. Solutions, Inc.	Delta Controls pricelist	60%	Yes
Dominion Air & Heat LLC	Dominion Air & Heat pricelist	3%	Yes
Englo, Inc	Englo pricelist	0%	No
Ferraras Heating and Air	Ferraras Heating and Air pricelist	10%	Yes
CAPP	Fireye pricelist	33%	Yes
Garnet Dynamics, Inc.	Garnet Dynamics pricelist	10%	Yes
Heat Transfer Solutions	Heat Transfer Solutions pricelist	10%	No
CAPP	Honeywell pricelist	63%	Yes
Jacobs-Cathey Company	Jacobs-Cathey pricelist	10%	Yes
CAPP	Johnson Controls pricelist	61%	Yes
Johnstone Supply - Corpus Christi	Johnstone Supply pricelist	50%	Yes
Johnstone Supply - Houston	Johnstone Supply pricelist	45%	No
Lochridge Priest	Lochridge Priest pricelist	0%	Yes
MLN Service Company	MLN Service Company pricelist	0%	Yes
Rabroker A/C & Plumbing	Rabroker A/C & Plumbing pricelist	10%	Yes
Rainbow Water Purification	Rainbow Water Purification pricelist	30%	Yes
CAPP	Robertshaw pricelist	56%	Yes

The Local Government Purchasing Cooperative

For the Period 12/1/2017 to 11/30/2018

Final Award Report for HVAC Equipment, Supplies, and Installation of HVAC Equipment #552-17

13 Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products

Vendor	Vendor Brand and Model Number	Bid Price	Award
Weathertrol, INC.	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$115.00	Yes
Carrier Corporation	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$115.00	Yes
Daikin Applied	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products ($115.20 to $135.00)	$115.20	Yes
Unify Energy Solutions	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$116.00	Yes
Heat Transfer Solutions	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$120.00	Yes
Air-Tech Brazos Valley A/C Heating Service, Inc	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$125.00	Yes
Automated Logic Contracting Services Inc.	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$139.00	Yes
Trane	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$139.00	Yes
Texas Air Products, LTD	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$150.00	No
Mitsubishi Electric US, Inc. Cooling & Heating	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$281.25	Yes

The Local Government Purchasing Cooperative

For the Period 12/1/2017 to 11/30/2018

Final Award Report for HVAC Equipment, Supplies, and Installation of HVAC Equipment #552-17

14 Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Product

Vendor	Vendor Brand and Model Number	Bid Price	Award
Carrier Corporation	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$115.00	Yes
Terra Cooling	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$120.00	Yes
Infinity Contractors International LTD	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$120.00	Yes
Berger Engineering Company	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$120.00	Yes
E3 Entegral Solutions	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$120.00	No
American Mechanical Services	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$120.00	Yes
Four Star Fabricators & Service Company Inc	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$120.00	Yes
Valley Armature & Electric Company	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$120.00	Yes
Fox Service Company	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$121.50	Yes
Texair Company Inc.	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$125.00	Yes
T.E.A.M. Solutions, Inc.	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$125.00	Yes
Control Technologies, Inc.	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$125.00	Yes
Ferraras Heating and Air	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$127.50	Yes
Way Engineering, LTD	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products	$127.50	Yes

The Local Government Purchasing Cooperative

For the Period 12/1/2017 to 11/30/2018

Final Award Report for HVAC Equipment, Supplies, and Installation of HVAC Equipment #552-17

15 Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service

Vendor	Vendor Brand and Model Number	Bid Price	Award
Infinity Contractors International LTD	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$80.00	Yes
MLN Service Company	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$82.00	Yes
Ferraras Heating and Air	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$85.00	Yes
Lochridge Priest	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$85.00	Yes
ABM Building Services - Austin	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$85.00	Yes
Way Engineering, LTD	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$85.00	Yes
Filtration Products	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$85.00	Yes
Willbanks and Associates, Inc.	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$92.00	Yes
TDIndustries	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$93.00	Yes
Weathertrol, INC.	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$95.00	Yes
Coastline Refrigeration	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$95.00	Yes
Heat Transfer Solutions	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$95.00	Yes
Daikin Applied	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service ($96.30 to $112.50)	$96.30	Yes
Longhorn Mechanical Inc.	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$99.00	Yes
Dominion Air & Heat LLC	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$100.00	Yes
Capstone Mechanical, LP.	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$100.00	Yes
Trane	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$114.00	Yes
Carrier Corporation	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$115.00	Yes
Gillette Air Conditioning Company	Not to Exceed Hourly Labor Rate for Installation of HVAC Filter Change Out Service	$115.00	Yes

The Local Government Purchasing Cooperative

For the Period 12/1/2017 to 11/30/2018

Final Award Report for HVAC Equipment, Supplies, and Installation of HVAC Equipment #552-17

16 Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)

Vendor	Vendor Brand and Model Number	Bid Price	Award
Capstone Mechanical, LP.	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.49	Yes
Valley Armature & Electric Company	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.76	Yes
Automated Logic Contracting Services Inc.	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.78	Yes
Dominion Air & Heat LLC	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.85	Yes
Capstone Mechanical, LP.	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.85	Yes
TDIndustries	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.90	Yes
Garnet Dynamics, Inc.	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.95	Yes
Accu Aire Mechanical LLC	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.95	Yes
Carrier Corporation	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.95	Yes
ABM Building Services - Austin	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.97	Yes
Berger Engineering Company	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$1.00	Yes
Willbanks and Associates, Inc.	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$1.00	Yes
Heat Transfer Solutions	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$1.00	Yes
Unify Energy Solutions	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$1.00	Yes

The Local Government Purchasing Cooperative

For the Period 12/1/2017 to 11/30/2018

Final Award Report for HVAC Equipment, Supplies, and Installation of HVAC Equipment #552-17

17 Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)

Vendor	Vendor Brand and Model Number	Bid Price	Award
Capstone Mechanical, LP.	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.49	Yes
Dominion Air & Heat LLC	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.85	Yes
Automated Logic Contracting Services Inc.	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.85	Yes
Capstone Mechanical, LP.	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.88	Yes
Garnet Dynamics, Inc.	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.95	Yes
Carrier Corporation	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.95	Yes
Accu Aire Mechanical LLC	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.95	Yes
Valley Armature & Electric Company	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.96	Yes
ABM Building Services - Austin	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$0.97	Yes
Willbanks and Associates, Inc.	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$1.00	Yes
Heat Transfer Solutions	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$1.00	Yes
Unify Energy Solutions	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$1.00	Yes
TDIndustries	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$1.35	Yes
Berger Engineering Company	Coefficient for Non-Standard Hours of Installation/Repair Service of HVAC Equipment and Products (RSMeans)	$1.50	Yes

City of Austin

Purchasing Office
P.O. Box 1088, Austin, TX 78767

June 08, 2018

Achai Broner
Account Rep, Service and Retrofit
Johnson Controls, Inc.
Email: achai.broner@jci.com

Dear Mr. Broner:

The Austin City Council approved the execution of a contract with your company for Chiller Systems Maintenance, Repair, Inspection, and Installation services.

Department Contact:	**Building Services Department**
Department Contact Person:	David Ware
Department Contact Email Address/Ph#:	David.ware@austintexas.gov (512) 974-6343
Department Contact:	**Austin Energy**
Department Contact Person:	Renee Codina
Department Contact Email Address/Ph#:	Renee.codina@austinenergy.com (512) 974-0765
Department Contact:	**Aviation Department (ABIA)**
Department Contact Person:	Mike Robinson
Department Contact Email Address/Ph#:	Mike.robinson@austintexas.gov (512) 530-7504
Project Name:	Chiller Systems Maintenance, Repair, Inspection, and Installation
Contractor Name:	Johnson Controls Inc.
Contract Number:	8200-NC180000024
Contract Period:	48 months
Dollar Amount	$8,191,937.00 to be shared by all three vendors on the contract
Extension Options:	N/A
Requisition Number:	17072500655
Solicitation Type & Number:	N/A; Cooperative Contract
Agenda Item Number:	24
Council Approval Date:	05/24/18

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Claudia Rodriquez

Claudia Rodriquez
Procurement Specialist IV
City of Austin
Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
JOHNSON CONTROLS, INC. DBA JOHNSON CONTROLS ("CONTRACTOR")
FOR
CHILLER SYSTEMS MAINTENANCE, REPAIRS, INSPECTIONS, AND RELATED SERVICES
CONTRACT NO. 8200-NC180000024

This Contract is between Johnson Controls, Inc. dba Johnson Controls having offices at 1908 Kramer Lane, Unit #100 Austin, TX 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date the contract is signed by both parties. Solicitation requirements are met by using Contractor's Cooperative Contract with National Joint Powers Alliance No. 030817-JHN.

1.1 **This Contract is composed of the following documents:**

1.1.1 Exhibit A, National Joint Powers Alliance (NJPA) Contract No. 030817-JHN.

1.1.2 This Contract

1.1.3 Exhibit B, Supplemental Terms -Section 0400

1.1.4 Exhibit C, Scope of Work-Section 0500

1.1.5 Exhibit D, City of Austin Standard Terms and Conditions, Section 0300

1.1.6 Exhibit E.1-E.3, Johnson Controls, Inc. offers, including subsequent clarifications

1.1.7 Exhibit F-Non-Discrimination Certification, Section 0800

1.1.8 Exhibit G- Non-Suspension or Debarment Certification, Section 0805

1.1.9 Exhibit H-Living Wages Contractor Certification, Section 0815

1.1.10 Exhibit I-Living Wage Employee Certification, Section 0820

1.1.11 Exhibit J-Prevailing Wage Section 0830 with pay rate schedules 00830BC and 00830HH

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 Exhibit A-NJPA Contract No. 030817-JHN as referenced in Section 1.1.1

1.2.2 This Contract

1.2.3 Exhibit B-Supplemental Terms as referenced in Section 1.1.3

1.2.4 Exhibit C-Scope of Work-Section 0500 as referenced in Section 1.1.4

1.2.5 Exhibit D-City of Austin Standard Terms and Conditions-Section 0300 as referenced in Section 1.1.5

1.2.6 Exhibit E.1-E.3-The Contractor's Offers, including subsequent clarifications as referenced in Section 1.1.6

1.2.7 Exhibit F- Exhibit D-Non-Discrimination Certification, Section 0800 as referenced in section 1.1.7

1.2.8 Exhibit G- Non-Suspension or Debarment Certification, Section 0805 as referenced in section 1.1.8

1.2.9 Exhibit H- Living Wages Contractor Certification, Section 0815 as referenced in section 1.1.9

1.2.10 Exhibit I-Living Wage Employee Certification, Section 0820 as referenced in section 1.1.10

1.2.11 Exhibit J- Prevailing Wage Section 0830 with pay rate schedules 00830BC and 00830HH as referenced in section 1.1.11

1.3 **Quantity.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Quantities will be specified by the City for each Purchase Order.

1.4 **Term of Contract**

1.4.1 **Term of Contract**. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 48 months.

1.4.1.1 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

1.4.1.2 This is a 48-month Contract. Prices are firm for the first twelve (12) months.

1.4.1.3 The City reserves the right to transfer this contract by amendment to future National Joint Powers Alliance contracts that supersede National Joint Powers Alliance No. 030817-JHN, if the terms and conditions are favorable to the City.

1.5 **Compensation.** The Contractors shall be paid a total Not-to-Exceed amount of $8,191,000, including all fees and expenses, divided among the Contractors.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The total Not-to-Exceed amount identified in Section 1.5 of this Contract shall be divided among various Contractors through the following cooperative purchase programs:

1.6.1.1 Texas Local Government Purchasing Cooperative, administered by Texas Association of School Boards, Inc (BuyBoard)
1.6.1.2 U.S. Communities
1.6.1.3 National Joint Powers Alliance

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

JOHNSON CONTROLS, INC DBA JOHNSON CONTROLS	CITY OF AUSTIN
REUEL E. SUAZO	Claudia Rodriquez
Printed Name of Authorized Person	Printed Name of Authorized Person
	Claudia Rodriquez
Signature	Signature
AREA SERVICE MANAGER	Procurement Specialist IV
Title:	Title:
5/1/18	5/1/18
Date:	Date:

Linell Goodin-Brown 6-26-18
Linell Goodin-Brown
Contract Management Supervisor II

List of Exhibits:

Exhibit A	NJPA Contract No. 030817-JHN
Exhibit B	City of Austin Supplemental Terms, Section 0400
Exhibit C	Scope of Work-Section 0500
Exhibit D	City of Austin Standard Terms and Conditions, Section 0300
Exhibit E.1-E.3	The Contractor's Offers, including subsequent clarifications
Exhibit F	Non-Discrimination Certification, Section 0800
Exhibit G	Non-Suspension or Debarment Certification, Section 0805
Exhibit H	Living Wages Contractor Certification, Section 0815
Exhibit I	Living Wage Employee Certification, Section 0820
Exhibit J	Prevailing Wage Section 0830 with pay rate schedules 00830BC and 00830HH

Exhibit D
CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **AUDITS and RECORDS**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. Records Retention:

i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City

shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the

notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
   (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
   (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court

or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

    B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Exhibit B
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SECTION 0400

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

         OR

         PURInsuranceCompliance@austintexas.gov

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for a term of 48 months.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	As designated on each departmental order (DO)
Attn:	
Address	
City, State Zip Code	

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

6. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

7. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

8. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/** **.**

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

9. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

10. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

http://www.austintexas.gov/edims/document.cfm?id=277854

A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is $14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.

12. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 20 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 20 percent of the employee's annual compensation while employed by the Contractor.

13. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to City facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges may be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City facility at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the City facility and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. **WORKING ON OR NEAR ENGERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm^2) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

To be designed by the Department upon contract award

CITY OF AUSTIN
CHILLER SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, AND INSPECTION SERVICES
SCOPE OF WORK (Section 0500)
UPDATED 1/10/18

1.0 PURPOSE

The City seeks to establish a cooperative based contract with qualified Contractor(s) who can provide Chiller Systems maintenance and repair services. Services under this contract will include, but not be limited to preventive maintenance, general maintenance (repairs) or replacement of a like item or item of similar purpose, and like-and-kind replacement., The contract that is established resulting from this solicitation will not be intended for construction related services that may require the preparation of drawings or plans by a licensed professional architect or engineer. The equipment is to be maintained and serviced in a safe operating condition at no lesser level than its current condition and to the manufacturer's original equipment specifications.

The City seeks to operate all Chillers and related systems to the highest energy efficient standards possible with existing equipment, and the awarded vendor ("Contractor") shall make recommendations to upgrade equipment where economically feasible and where the City can expect to see a strong return on investment (energy savings) for the new equipment.

These services shall be provided for various City departments. A description of the water-cooled chillers, chilled water, condenser water systems, pumps, and boiler/ hot water systems covered by this agreement are included in **Attachment A**, City of Austin Equipment Listing. Although the City will make every reasonable effort to provide prior notification to the Contractor of changes to the equipment, changes may be made without notice to the Contractor and at no penalty to the City. The City may elect to add or remove departments, locations, and equipment as needed.

It is the City's preference to award a single contract for the maintenance, repair services and parts needed. However, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive and responsible bidder. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous, including by department. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

2.0 CONTRACTOR'S QUALIFICATIONS

The Contractor shall:

2.1 Have a minimum of five (5) continuous years' experience in providing water-cooled chillers, chilled water, and condenser water systems maintenance and service to related commercial systems for organizations in similar size and scope to the City. The Contractor shall submit valid references that confirm the experience requirement on the Section 0700-References document.

2.2 Maintain all licenses that are required by the City and the State of Texas to perform such services. The Contractor shall submit proof of related licenses within five (5) business days upon request by the City. Including, but not limited to:

2.2.1 Submit copies of their valid State of Texas Class "A" License for Air-conditioning Heating and Refrigeration.

2.3 Maintain and operate a full-time, permanent business address located within 30 miles of the Texas State Capitol with the ability to be reached by email and telephone.

2.4 Not have any significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.

2.5 Assign a sufficient number of Technicians to the contract to the support the City's required services, which have successfully completed a 40-hour minimum course in the service and repair of screw chillers or have a minimum of five (5) years air conditioning service experience. In addition, Contractor's technicians performing chiller maintenance or repair shall have a minimum of three (3) years screw-chiller service experience. The Contractor shall submit proof of related experience/training within five (5) business days upon request by the City.

2.6 Be authorized (certified) by the manufacturers listed on the Attachment A, to conduct work on specific equipment and shall perform inspection, testing, repairs, and other work according to manufacturer's literature. The Contractor shall submit proof of related certifications within five (5) business days upon request by the City.

3.0 CONTRACTOR'S REQUIREMENTS

The Contractor Shall:

3.1 Furnish all equipment, labor, and materials required for proper execution of the contract and related services.

3.2 Perform all work in compliance with the Original Equipment Manufacturers' (OEM) requirements, City of Austin Code, applicable State of Texas regulations, and any other Federal or local government regulations as specified herein. All work is subject to inspection and acceptance by the Contract Manager or designee.

3.3 Ensure that the central plant maintenance, water-cooled chillers, air-cooled chillers, chilled water systems, pumps, cooling towers and heating, ventilating, and air conditioning (HVAC) are in compliance with American National Standards Institute (ANSI) and American Society of Mechanical Engineers (ASME).

3.4 Provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, employee training, and transportation necessary for execution of the services provided under this Contract. Any costs associated with meeting this requirement shall be included in the cost of the material bid and not charged separately. The City shall not be charged for incidental costs.

3.5 Maintain a telephone dispatch system that is operational 24-hours per day, seven (7) days per week, and 365 days per year. A telephone answering machine will not meet this requirement.

3.5.1 Maintain a record of the incoming call information for a minimum of one (1) year.

3.6 Provide a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.

3.6.1 The SPOC shall be available via a local number for texting/ paging or the Contractor's telephone dispatch system.

3.6.2 The SPOC shall inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work. The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.

3.6.3 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the

SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

3.7 At the request of a Department, remove from a City facility any employee of the Contractor whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the Contract term without the written consent of the City.

3.8 Upon arrival and departure from the premises, report to the Contract Manager or designee. Upon completion of all routine maintenance or service calls to the facility, the Contractor shall provide a detailed report to the Contract Manager describing services and parts repaired or replaced for each service performed no more than five (5) business-days after service performed. The Contractor shall keep Contract Manager advised of developments relating to the performance of this agreement.

3.9 Schedule a meeting once a quarter, or as otherwise mutually agreed to, with the Contract Manager. Notice of any such meeting may be given by Contract Manager to Contractor either verbally or in writing and will designate the time, date, location, Contractor attendees, and general purpose. Contractor's designated attendees must be present at any such performance meeting.

3.10 Use only parts and components to perform services which are factory new and free of defects in materials and workmanship. Repair parts and components must conform to OEM specifications. If OEM is not available, any repair parts that are not OEM shall be approved by Contract Manager or designee in writing, and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.

3.11 The City will only reimburse the Contractor for the repair parts and materials used per job. The City will not reimburse the Contractor for repair parts and materials purchased and held in Contractor's inventory.

3.12 Provide proof of all labor hours and material charges during the term of the contract. Satisfactory proof of hourly labor charges shall include copies of employee timesheets and company payroll records, as supported by bank statements, which shall be submitted for inspection upon request by the City. Satisfactory proof of material charges shall include copy of suppliers' invoices, properly dated, and itemized by line item used in each job performed for the City. Proof shall be provided by the Contractor within five (5) business days of request by the City, or as specified in the Department's Scope of Work.

3.12.1 Provide with its invoice a copy of a work order ticket signed by the Contract Manager, or designee, showing all maintenance and/or repairs performed. The work order ticket shall be signed by the City representative on completion of work after each service.

3.13 Perform all steps reasonably necessary to protect City property and persons from harm.

3.14 Be fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented Contractor-owned equipment.

3.14.1 Notify the Contract Manager immediately if any damage occurs.

3.14.2 Damages to City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired to the satisfaction of the City by the Contractor, at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

3.14.3 Repair/replace insulation damaged during the chiller inspection and service tasks or during any work on the specified equipment.

3.15 Maintain a neat and orderly working environment to ensure a safe work environment.

3.15.1 Be fully responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.

3.16 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.

3.17 Dispose of all worn/defective parts, oils, solvents, waste, or hazardous materials in accordance with all applicable laws, rules and regulations. The Contractor shall handle, transport, and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. The Contractor shall not store worn or defective parts on City premises. The Contractor shall remove worn/defective parts, materials, oils, solvents from City premises as soon as each job is completed. No disposal shall take place on City property.

3.17.1 Provide within one (1) week, of request by the Contract Manager or designee an electronic copy of a standard form of transportation manifest showing that all used and contaminated lubricants, fluids and hazardous waste were properly handled and disposed.

3.17.2 Not discharge refrigerant into the atmosphere under any circumstances.

3.18 In the event of conflict between this scope of work, manufacturer's literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.

3.19 While performing work on City property, Contractor and Contractor's employees shall remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.

3.20 While performing work on City property, Contractor's employees shall wear uniforms with the Contractor's name clearly displayed on the shirt, company issued photo identification badges, and personal protective equipment.

3.21 The Contract Manager shall have the right to inspect work at any time. The Contractor shall correct any performance discrepancies within fifteen working days from the City's notification.

3.22 Work not included in this scope includes:

- Water treatment or water chemical analysis
- Painting
- Water side tube failure repairs
- Telephone service for 24-hour monitoring
- Computerized Energy Management System
- Building Automation System

- Installations or modifications which impact the structure, or require architectural or mechanical engineering drawings or plans.

4.0 SUSTAINABILITY

4.1 The City's sustainable purchasing objectives include purchasing products and services as described below.

The Contractor shall:

4.1.1 Conserve natural resources including water, energy, and raw materials throughout the product life cycle.

4.1.2 Minimize environmental impacts such as water and air pollution during usage

4.1.3 Eliminate or reduce toxins that create hazards to workers, citizens, wildlife, and the environment

4.1.4 Support up-cycling and recycling efforts as well as utilize products with high recycled content

4.1.5 Reduce environmental impacts in the production and distribution systems

4.1.6 Support worker health, safety, and fair wages

4.1.7 Consider total cost of ownership during the products useful life, including operation, supplies, maintenance, and disposal cost

4.1.8 Make recommendations to the City regarding upgrades and provide the City with an analysis that demonstrates a cost savings over time through energy-savings.

5.0 HOURS OF SERVICE AND RESPONSE TIMES

5.1 Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform all General Services and Preventative Maintenance during Regular Hours, as defined below.

5.1.1 Labor Hours' Time-Designations and Applicable Rates.

Time designations shall be as follows:

5.1.1.1 Regular hours shall be between 6:00 a.m. and 6:00 p.m. Monday through Friday (CST). Hourly rates for regular hours shall be in accordance with the Contractor's supplemental cooperative price sheet.

5.1.1.2 Non-Regular Hours shall be between 6:01 p.m. and 5:59 a.m. Monday through Friday, all day Saturday and Sunday, and Holidays (CST).

5.1.1.3 The Contractor shall not charge an overtime rate for services performed during non-regular hours that were requested to be performed, or could reasonably be completed, during regular business hours.

5.2 If the Contractor is unable to provide these services during the designated Regular Hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during Non-Regular Hours. Work performed during Non-Regular Hours which are covered under this provision, shall be billed at the Regular Hourly Labor Rate in accordance with the Contractor's supplemental cooperative price sheet..

5.3 The Contractor may be required to perform services during Non-Regular Hours as defined in this Scope of Work. The Contractor shall not invoice at the Non-Regular Hour rate for services unless requested and approved in writing by the City Contract Manager or designee prior to starting the work.

5.4 Non-regular hourly rate may be billed to the City up to 150% (time and a half) of the regular hours.

5.5 Be available for urgent service calls 24-hours per day, 365 days a year with a maximum response time of sixty (60) minutes from the time the call is made to the time the Contractor's mechanic signs in with the Departmental Contact Person (Contract Manager, or designee).

5.5.1 Provide a written estimate of the total cost of work including the estimated time of completion will be submitted in writing to the Departmental Contact Person within 24 hours, and at no cost to the City.

6.0 TRANSPORTATION AND PARKING

The Contractor shall:

6.1 Provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

6.2 Not charge separately for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the hourly bid rates.

7.0 RECORD KEEPING

7.1 Annual Meeting

7.1.1 Contractor shall coordinate a meeting two (2) months before the anniversary contract date and as requested by the City Department, in person or via a teleconference to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance.

7.2 Work Order Tickets

7.2.1 Work Order Tickets shall include status of the testing, inspection, repair and maintenance performed and identify any abnormalities, actions taken, and recommended corrective action(s). The Original Equipment Manufacturers (OEM) specifications shall be used to determine efficiency losses, conditions found, and corrective action(s).

7.2.2 Contractor and City's department Contract Manager shall both sign the Work Order ticket upon completion of each service visit certifying that all information is truthful and accurate. Falsification of any records is grounds for termination of this agreement.

7.2.3 Copies of signed Work Order tickets shall be included with the submission of all Service Reports and Invoices.

7.3 On-Site Service Log Book

7.3.1 A typed and bound Service Log Book shall be permanently maintained inside each Department's Mechanical Room and shall become the property of each City department.

7.3.2 Service Log Book shall list the following information for each service visit: Name of Building, equipment type(s), and serial number.

7.3.3 A signed entry in the Service Log Book is required for each visit by the attending service mechanic showing the date, start time, duration of visit and type of service performed.

7.3.4 Service Log Book shall contain a completed Manufacturer Designated Checklist for each inspection or service call.

7.3.5 Specific information regarding malfunctions encountered, including corrective action taken, parts replaced, general comments regarding the condition of the equipment and Mechanical Room, and items which may require special attention or future visits must be documented in Service Log Book. Logs shall reflect equipment inspected, general condition, operating data, noises, vibration, temperatures, and pressure.

7.3.6 The City's department Contract Manager may also make entries in the Log Book.

7.3.7 During service visits, attending service mechanic shall review past operating reports and logs to determine potential problems or leaks.

7.4 Service Reports

7.4.1 Comprehensive written Service Reports on the status of testing, inspections, repairs and maintenance performed shall be typed and bound within a clear covered folder and include an executive summary transmittal letter, title page, table of contents, body, and an appendix with field recorder data.

7.4.2 Service Reports shall include, but not be limited to, a description of services performed, parts used, test results, and recommendations for improved equipment performance.

7.4.2.1 A computer generated printout from the processor on York chiller shall be included.

7.4.3 Contractor shall submit signed Service Reports for monthly and/or quarterly maintenance, annual inspection, and as-needed (unscheduled and/or emergency) services to Contract Manager within five (5) business days after the service was performed.

7.4.4 Service Reports shall include copies of Work Order Tickets for service dates covered on each report.

7.5 Emergency Service – Major Repairs

7.5.1 For unscheduled (emergency) service calls requiring major repairs or parts replacement, a written report shall be submitted to Contract Manager for approval before major repairs are made. Costs for major repairs identified during unscheduled service calls shall be handled outside of this agreement.

7.6 Special Reports

7.6.1 For the Aviation Department (ABIA), the following reports shall be submitted within five (5) business days after the service date: Oil Analysis Report, Eddy Current Report, and Vibration Testing Report. Please refer to the ABIA section for each report's detailed requirements.

8.0 SAFETY REQUIREMENTS

The Contractor shall:

8.1 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).

8.2 Be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:

8.3 Require all personnel to wear appropriate personal protection equipment at all times.

8.4 Have only personnel operating equipment or handling materials which is fully trained in the safe operation of the equipment or materials.

8.5 The Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.

8.6 Block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.

8.7 Post safety warnings (signs) as necessary to ensure safe operations.

8.8 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.

8.9 Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous conditions while performing services under this Contract.

8.10 Regulatory Requirements: To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards, https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1910) as revised or amended from time to time.

8.11 Comply with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.

8.12 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City immediately, and no more than one (1) business day, of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.

8.13 Comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the City.

8.14 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. Failure or refusal to comply with safety requirements, may result in a stop work order for all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim to the City for extension of time or for excess costs or damages.

9.0 CONTRACT CLOSE-OUT

9.1 Agree to provide a "phase-out" or "transition" of services beginning at a mutually agreeable time, but at least one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.

9.2 Submit the final invoice(s) in accordance with Section 0400, Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the items of Contract Close-Out or if the Contractor owes the City any monies, invoice credits, reimbursements, or payments.

9.3 Coordinate a meeting two (2) months before the anniversary contract date as requested by the City, in person or via a teleconference to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance.

9.4 Two (2) months before expiration of any agreement awarded from this solicitation, the Contractor shall provide the Contract Manager with a complete final report on the condition of the Central Plant and HVAC equipment. The final report must include inspection, test reports, and certified statements signed by the Contractor verifying to the condition of the Central Plant and HVAC equipment.

10.0 OMISSIONS

10.1 Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the bidder in their bid submittal.

11.0 WARRANTY

11.1 Provide a written warranty for all parts and labor and workmanship upon completion of each job. The warranty shall be guaranteed for a minimum of one year from completion date and shall be warranted against any malfunctions or defects in products, services/labor, and parts and for workmanship of replacement components services. If the manufacturer's warranty is longer for any part(s) provided in repair or service work performed, then the longer warranty shall apply.

12.0 CONFLICTING REQUIREMENTS

12.1 If there is any conflict between the general provisions of this Scope of work and the requirements outlined in each specific Department's Scope of Work, the provisions of the applicable Department's Scope of Work shall prevail.

Planned Service Proposal

CUSTOMER CITY OF AUSTIN Aviation Department	
LOCAL JOHNSON CONTROLS OFFICE 1908 KRAMER LN STE 100 AUSTIN,TX 78758-4008	
AGREEMENT START DATE: 03/01/2018	
PROPOSAL DATE: 03/9/2018	
ESTIMATE NO: 1-RGXN33R	

Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

YORK BY JOHNSON CONTROLS

METASYS BY JOHNSON CONTROLS

Johnson Controls

Exhibit F
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION
SECTION 0800

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment,

recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 1st day of MAY, _____

CONTRACTOR Johnson Controls, Inc

Authorized Signature [signature]

Title AREA SERVICE MANAGER

Exhibit G
City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: JOHNSON CONTROLS, INC.

Signature of Officer or Authorized Representative: Date: 5/1/18

Printed Name: REMEL E. SUAZO

Title AREA SERVICE MANAGER

Exhibit H
CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
SECTION 0815
(*Please duplicate as needed*)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $14.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
TBD - BUT WILL ALL COMPLY.				
All JCI Mechanics pay exceeds $14.00/hr and comply with the requirement , which is why we signed and initialed this exhibit.				
Once the contract is executed and is booked in our system, we will determine the appropriate resources and can provide an updated form at that time.				

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $14.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $14.00 per hour.

Contractor's Name: JOHNSON CONTROLS, INC.

Signature of Officer or Authorized Representative: _____ Date: 5/1/18

Printed Name: REUEL E. SUAZO

Title: AREA SERVICE MANAGER

Exhibit I
CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION
SECTION 0820

Contract Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Prime Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $14.00 per hour, and is further responsible for assuring that employees of all tiers of subcontractors are likewise paid a minimum Living Wage equal to or greater than $14.00. In addition, employees of both the Prime Contractor and all tiers of subcontractors directly assigned to the referenced contract are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than $14.00 per hour.

Employee's Title:	
Signature of Employee	Date
Type or Print Name	

_____
(Witness Signature)

_____
(Printed Name)

To report a non-compliance issue with the City of Austin's Living Wage Program on this contract, please send an email to PurchasingContractsHelp@austintexas.gov

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: Johnson Controls, Inc. Questionnaire completed by: Andrew Pergande

Please identify the person NJPA should correspond with from now through the Award process:

Name: Andrew Pergande E-Mail address: Andrew.Pergande@jci.com

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

Item	Information
Full Legal Name	Johnson Controls, Inc.
Mailing Address	5757 North Green Bay Avenue P. O. Box 591, Milwaukee, WI 53201-0591
E-Mail Address	Andrew.Pergande@jci.com
Tax Identification Number	[redacted]
Telephone Number	414 524 1200

2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES industry.

Our company has its roots in the HVAC business. Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat in 1883. His invention launched the building control industry and was the impetus for the Johnson Electric Service Company, which he founded in 1885 to manufacture, install, and service automatic temperature regulation systems for buildings. This foundation ignited a culture of customer-focused innovation for 130 years. That passion continues today as Johnson Controls is the leading supplier of HVAC systems and service, and energy management solutions.

Our corporate core values and business philosophy are:

Integrity: We act with honesty, fairness, respect, and safety, furthering a culture of unquestioned integrity. This strengthens relationships across businesses and functions.

Customer Satisfaction: Our future depends on us serving as customer advocates and increasing our customers' success. We are proactive, hard driving, and easy to work with. We offer expert knowledge and practical solutions. We deliver on our promises.

Employee Engagement: As we grow, so will our people. We foster a culture that promotes excellent performance, teamwork, inclusion, leadership, and growth. Our employee and leader diversity will mirror our global markets and population.

Innovation: We believe there is always a better way. We encourage change and seek the opportunities it brings. We will commercialize innovations globally at an accelerating pace.

Sustainability: Through our products, services, operations and community involvement, we promote the efficient use of resources to benefit all people and our planet. The environment and sustainability are key elements of our business proposition.

3) Provide a detailed description of the products and services that you are offering in your proposal.

NJPA members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive experience providing energy solutions and a nationwide branch network that ensures expert local service in every market in North America. We are a globally diversified leader that serves customers in more than 150 countries. Operating from 473 worldwide branch offices, we provide NJPA member agencies with are a leading provider of performance contracting, equipment, controls, and services for HVAC and refrigeration systems.

HVAC System Design, Installation, and Service

Johnson Controls designs, manufactures, installs, and services HVAC mechanical systems and their controls. We manufacture award-winning York HVAC equipment and we have negotiated agreements with other major suppliers. This agreement allows us to deliver lower cost products for your project.

As a **vendor neutral partner**, we also have experience servicing and integrating with equipment and systems from other companies. We seek to leverage your existing investments in energy efficiency wherever possible. This experience helps us evaluate your system and provide you with research on different types of manufacturers and equipment to allow you to make the best decision for you and your customers.

As a manufacturer and technology developer, we dedicate time and money to research and development to stay ahead of the industry. The knowledge we gain from this investment allows us to make long-range recommendations that help our customers avoid investing in inefficient, outdated, or redundant technologies. We have extensive experience installing and optimizing our equipment in facilities around the world.

We are the largest independent supplier for HVAC systems and solutions, providing:

- Air-cooled chillers
- Water-cooled chillers
- CHW/HHW air handling units (AHUs)
- Variable air volume (VAV) units/boxes
- Variable frequency drives (VFDs)
- Air-cooled roof top units (RTUs)

Johnson Controls' Metasys® is the world's leading system for converging information technology with building technology. Metasys helps control lighting, security, access control, energy management, HVAC, and other monitored systems such as intra-building transportation. We have installed Metasys systems in major buildings throughout the world as documented in numerous case studies on our web site, http://www.johnsoncontrols.com. We embrace open systems fully and have solutions across all major protocols. This ensures that our system integrates with controls and equipment from other vendors. The following list shows a subset of our mechanical system capabilities.

HVAC Systems:

- Inefficient air handling unit replacement
- HVAC system redesign
- Variable frequency drives
- Heat recovery systems
- Low leakage air dampers
- Variable air volume systems
- Inlet vanes for centrifugal fan
- Demand control ventilation
- Exhaust fans
- Fan coil units
- Motor replacement
- Unit heaters/ventilators
- Computer room unit optimization
- Four-pipe system to two-pipe system
- Variable volume system upgrades
- System recommissioning

Cooling Systems:

- Chiller replacements
- Gas fire centrifugal chillers
- Low load chiller
- CFC containment conversions
- Tower free cooling
- Commercial refrigeration
- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab flume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

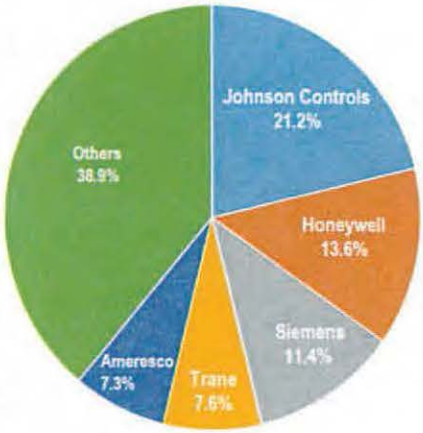
Performance Contracting

By selecting Johnson Controls, Inc. (Johnson Controls), NJPA members will engage an industry leader that has implemented over **3,000** ESPC projects over the past 30+ years. In fact, we helped pioneer the ESPC industry in the 1980s.

We are the national leader in ESPC with a greater market share and more experience than any of our competitors. We currently hold over **$6 billion** in performance-based guarantees through approximately **615 projects** across North America.

This experience ensures that NJPA members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully performed energy efficiency retrofit projects for other K-12, higher-education, state, and local government bodies.

Each of our projects has required Investment Grade Audits (IGAs), prioritization efforts, strategic alignment with our customers, assessments, and implementation of cost saving solutions with ongoing accountability for outcomes over decades. Our long history and proven capabilities illustrate that we can perform all phases of any project and provide NJAP members with best value through a coordinated set of impactful Energy Conservation Measures (ECMs), infrastructure upgrades, equipment maintenance and service, IGAs, or any combination of service that you require.



Energy Saving and Performance Contracting Market: Percent of Sales, North America 2015, Frost and Sullivan

Smart Building Services

Metasys Enterprise Optimization (MEO) is a powerful software program to track energy consumption along with overall HVAC system performance to assist with maintaining sustainability objectives. This advanced data base management program is applicable to all makes of building automation systems (BAS).

Johnson Controls recognizes the challenges associated with the need to continually optimize environmental performance in buildings. As a leading manufacturer of building automation systems and global provider of energy performance agreements, advanced energy monitoring and management processes are a core requirement for meeting client expectations.

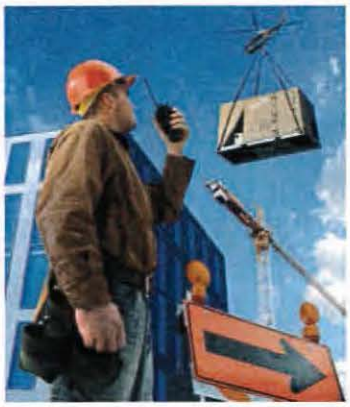
Metasys Enterprise Optimization (MEO) is a family of dashboards, metering, and workflow tools that combine to help cut through the data clutter with clarity and insight. The applications aggregate and normalize data, analyze it based on standard and client-specific priorities, and then deliver it through visually rich and easy-to-understand maps, charts, and graphs.

Collectively, these tools will provide an unprecedented view into the performance of your buildings, enabling operational efficiencies, reducing Greenhouse Gas (GHG) emissions, and generating energy savings through Smart Building technology.

Distribution Systems and Cogeneration Plants

Johnson Controls is the largest, non-utility-owned providers of central plant projects in North America. We have implemented well over 1,000 energy and central plant projects – most of which included guaranteed savings and a financial solution. Information resulting from analysis of this data, combined with the experience of over 1,000 engineering professionals, allows Johnson Controls to identify potential areas of risk, and create guaranteed central energy plant outcomes at a lower cost.

Central Utility Plants



Johnson Controls has designed, built, and operated central energy plants for a wide array of mission critical and social infrastructure facilities – including research facilities, industrial sites, universities, hospitals, and governmental entities.

As the largest, non-utility-owned provider of utility plant services in North America, we have unmatched experience developing and operating central plants at the highest possible efficiency.

We complied data from our more than 1,000 projects into a proprietary database, which is the world's largest repository of utility plant performance data. Information resulting from analysis of this data allows Johnson Controls to identify potential areas of risk, and create guaranteed thermal service outcomes that address our clients' goals and objectives.

Cogeneration/CHP Systems

Using natural gas, biomass, biogas, and landfill gas as fuel sources for heat and electric power generation systems installed by Johnson Controls, our customers have experienced considerable economic savings, reduced environmental impact/GHG emissions, and increased operational efficiency and reliability.

We have been involved in over 120 cogeneration plant projects, including a recent installation of 3.5MW at a Canadian Military Base in Ontario and 7.9 MW at the National Institute of Standards and Technology research labs and office buildings.

We recently completed design of a new natural gas cogeneration plant for the U.S. Army at Aberdeen Proving Ground (APG). This plant helps APG make significant progress toward energy resiliency, a critical mission for Army installments around the world.

Breaking ground for the new natural gas cogeneration plant at Aberdeen Proving Ground. The plant will provide a substantial portion of the garrison's heating and power needs.

Johnson Controls has conducted extensive research regarding cogeneration technologies and have developed high performance partnerships with industry leading manufacturing and engineering firms. Johnson Controls employs a stringent, rigorous, scalable, and repeatable process that allows us to be successful in the management of unique, innovative, and large-scale projects.

The following list shows a subset of our distribution system and cogeneration plant capabilities:

- Complete analysis of the loads and evaluating multiple design alternatives for best lifecycle cost
- Water side economizers (free cooling)
- Thermal energy storage systems
- Chiller, boiler, cogeneration installation
- Variable volume pumping
- Distribution piping and connections
- Central plant controls and optimizing operations
- Biomass cogeneration plant
- Central cooling plant

- Chiller plant redesign
- Chiller plant optimization
- Heating system redesign and optimization
- Cogeneration/CHP systems
- Steam to hot water system conversion
- Steam trap retrofits
- Steam pressure control
- Reduce steam pressure

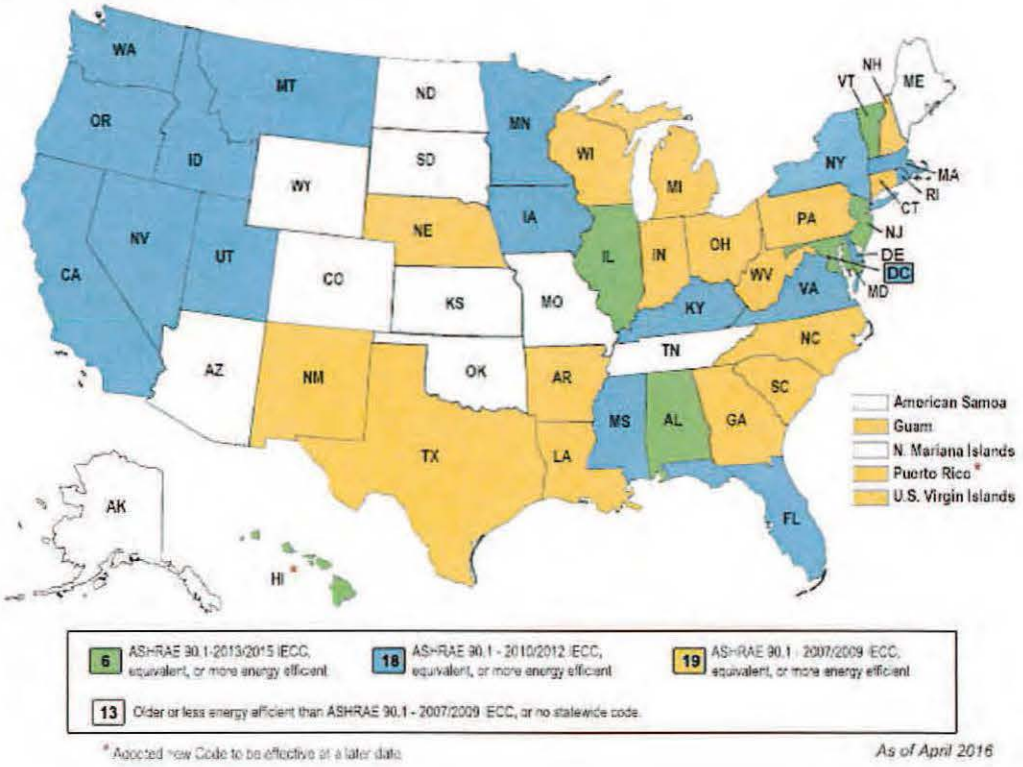
Lighting Systems

Johnson Controls has a dedicated lighting services team with professionals certified by the National Council for Qualified Lighting Professionals, Certified Lighting Energy Professionals (CLEP), and Certified Energy Managers (CEM).

Our lighting solutions are designed with facility occupants in mind. Our lighting engineers consider a wide range of factors, from things like the needs of students in classrooms to increase achievement to the proper lighting requirements for televised sporting events at University arenas.

This team provides expert interior retrofits, exterior retrofits, and turnkey lighting upgrades domestically and internationally. They provide a comprehensive approach to facility lighting systems that lower electric utility costs and greenhouse gas emissions. Using new, innovative lighting products, they provide better lighting color and quality to improve comfort and safety, and longer equipment life to reduce maintenance and inventory costs. Turnkey lighting upgrades develop highly customized lighting solutions often funded through utility rebates, incentives, and operational efficiencies. The team maintains long-established partnerships with major lighting suppliers to provide customers with technical expertise and lower prices.

They understand the different lighting codes in force in different states, regions, and countries. When embarking on a project with facilities dispersed throughout the world, you need a partner that understands the codes and requirements at outset of the design process.



This team uses and advanced toolset, unique in the industry, which provides faster timelines and better quality. Their auditing tool runs on an iPad or tablet device, which allows for faster data collection. Our audit tool exports the data directly into their development tool, helps identify underlit or overlit areas by space types. Their development tool provides line-by-line exports that quickly deliver updated tables and summaries based on the current scope of work as it changes through the development process.

The following list shows a subset of our lighting system capabilities:

- Lighting controls
- Lighting system redesign
- Lighting optimization
- Daylight harvesting
- Delamp and install reflectors
- Occupancy sensors
- Incandescence to fluorescent
- LED exit signs
- Metal halide fixtures
- Emergency lighting
- Ambient light control
- Traffic lighting control
- Exterior/Street lighting
- LED interior lighting
- Induction lighting

Building Envelope Systems

Unwanted heat loss or gain through walls, doors, windows, and roofs can increase energy use and costs. Correct application of thermal insulation and weather stripping plays an important role in reducing these energy costs in many situations. We investigate and remedy building envelope improvement opportunities to improve occupancy comfort and reduce the cooling load required to condition the space. We use infrared photography and blower door tests to identify leaks and missing insulation in areas that are not visible. Typical surveys include the inspection of roof and ceiling joints, windows and doors, roofs and attics, perimeter and subterranean walls, and penetrations. We also patch and insulate penetrations and install or replace new door sweeps, air curtains for loading doors, wall and roof insulation, reflective roofing, windows, and doors.

The following list shows a subset of our building envelope capabilities:

- Window glazing
- Tinted window film
- Energy efficient windows
- Window and door weather stripping and caulking
- Revolving doors
- Air curtains
- Automatic door closers
- Roofing
- Insulate walls, roof, floor, soffit
- Caulk pipe penetrations
- Seal ceiling to roof gap
- Solar radiation reduction
- Reflective coating to roof
- Weatherproofing

Water and Sewage Systems

Johnson Controls helped expand performance contracting to water utilities nearly 20 years ago and have implemented more than 100 water metering upgrade projects and 37 water and wastewater treatment plant upgrade projects, all totaling $500 million worth of new equipment and systems. Our Municipal Utility Solutions team is a national center of excellence whose experts bring an average of 20 years of water utility experience. We have implemented numerous renewable energy projects for utilities as well, focusing on solar PV arrays to take advantage of land with limited other use at treatment plants. We implemented a 500kW FOG program at Evansville and a 2.4MW cogen plant in Baltimore that use the residual of treated wastewater as fuel to save $1.4 million annually.

We are fully capable of designing and installing plumbing, irrigation, water distribution, wastewater, and related systems. We have the ability to deliver meaningful energy reductions to water and sewage systems through our core competency and experience in energy conservation. Johnson Controls will team with strategic partners to deliver process-related expertise.

Water Conservation

The following list shows a subset of our water conservation capabilities:

- Retrofit flush valves, showerheads, faucets, toilets
- Automated water systems
- Cooling tower retrofits
- Ice machine upgrades
- High efficiency domestic water heaters
- Waste heat recovery
- Water control systems
- Plumbing systems
- Irrigation systems
- Domestic water
- Rain water harvesting
- Water metering system

Water Supply/Treatment/Distribution

- Raw water pumping
- High service pumps
- Backwash water pumps (filtration plants)

Wastewater Collection and Treatment

- Wastewater lift pumps
- Aeration system improvements (diffusers, controls, blowers)
- Digester gas to energy projects

Pumping is an excellent candidate for low-cost/no-cost improvements. Pumps are most frequently over-designed to ensure that future hydraulic capacity is available. Facilities that have operated over time have found that the available pumping capacity in many systems is underutilized and may not provide the low-flow service characteristics desired. By evaluating the needs and method of operation of a facility, we often replace existing pumps with much smaller ones that can provide the low-flow characteristics desired for the system. Variable speed drives, higher efficiency pumps, and improved debris removal systems often serve to improve energy consumption.

Johnson Controls is highly experienced in cooling tower modifications and other chilled water systems, since these are central to our business of saving energy for customers.

Renewable Energy Systems

Our Advanced Solutions Team focuses on helping our customers develop solar, wind power, energy storage, geothermal, or biomass solutions. To date, we have been involved in more than **500 renewable energy projects** including biomass, solar, and geothermal technologies. Our solutions have reduced carbon dioxide emissions by **17.4 million metric tons** and generated savings of **$7.5 billion** since 2000.

From small school districts to large cities – even our own corporate offices – Johnson Controls has vast experience with renewables.

Our renewable energy team has the capability to evaluate, design, and develop a diverse array of renewable energy technologies, such as solar, wind, bio-mass, landfill gas, and geothermal. We have made a significant investment in expert resources to develop this critical technology in all of our energy projects.

The following list shows a subset of our renewable energy system capabilities:

- Solar photovoltaic
- Wind turbines
- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls

Solar PV Team

The Solar PV team is responsible for engineering design or oversight of design on solar PV projects, including product selection, vendor relationships, output modeling for PV systems, and preliminary cost estimation. This team has implemented over 100 Solar projects, including recent projects at Tulare, CA where we installed a 30 Kw PV system in the carport and a 1 MW system on land that generates 1,860,000Kwh annually.

Solar for Schools is expected to remove more than 8,000 tons of carbon dioxide from the atmosphere over 20 years, equivalent to the carbon offset that would be generated by planting 11,000 trees and letting them grow for ten years.

The **State of Utah** implemented a **Solar for Schools** program with Johnson Controls that provided 73 5-killowat, high efficiency solar modules with inverters, mounting racks, spec sheets, and full warranties. The goal of the program is to mount at least one module in each of the state's 41 districts. We also provided training in renewable energy to help school staff ensure performance.

Other projects include the State of Utah, Mount Wachusett Community College, the U.S. Bureau of Land Management, and the Marine Corps Air Ground Combat Center in Twentynine Palms, California.

At **the U.S. Marine Corps Air Ground Combat Center at Twentynine Palms**, Johnson Controls implemented a solar array as an energy source to a central utility plant.

Johnson Controls installed their Metasys Building Automation System (BAS) to control the energy use of a 7-megawatt, dual-fueled cogeneration plant, and an on-site 1.2-megawatt, single axis-tracking photovoltaic solar array. The plant produces electricity and heat, helps reduce energy costs and energy consumption, and increases power reliability and self-sufficiency. The solar array provides a renewable energy source.

At Twentynine Palms, we achieved:

- *$5.8M in annual energy cost savings from the cogeneration plant provides payback for construction costs in just four years*
- *$1.1M in annual energy cost savings from the photovoltaic solar array*
- *$138M in total energy cost savings*

The cogeneration plant provides enough power to meet all critical needs for up to six days. If an outage occurs on the utility company's distribution line, the base operates without interruption. The dual-fueled cogeneration plant also makes it possible to switch seamlessly between diesel and natural gas should there be an interruption of either fuel supply, thereby ensuring a reliable, continuous source of electricity independent of the grid.

Distributed Energy Storage Team

Batteries are a core business for Johnson Controls. We have 100+ years of experience delivering batteries that meet our customers' evolving needs. We're the world's largest supplier of vehicle batteries, producing one-third of the industry's total output every year. Our distributed energy storage systems include cell-level monitoring and control, as well as smart algorithms that promote long-term cell life.

The Stationary Energy Storage team helps customers realize savings through energy storage and peak shaving. They engineer, develop, manufacture, and sell stationary energy storage solutions that use smart technology to reduce energy costs by decreasing electric demand charges.

Johnson Controls provides the most efficient and reliable energy storage system for enabling grid optimization and renewable energy integration. The strength of our offering comes from the combination of our advanced Li-Ion battery technologies and our many decades of experience as a pioneer in the development of energy control systems.

Energy storage is the process of collecting and preserving energy for on-demand use and is accomplished through the introduction and use of devices or physical media that store energy to perform useful processes at a later time.

With this solution, Johnson Controls employs world-class battery technology, building systems expertise, and intelligent controls to facilitate energy storage at the lowest lifecycle cost. Johnson Controls' energy storage solutions include:

- Battery Power Stationary Storage
- Solar PV
- Thermal Energy Storage Systems
- Ice Storage
- Microgrids

By combining advanced energy technology with in-depth building knowledge, Johnson Controls provides clients with holistic energy storage solutions that work best based on specific application needs and requirements, in front of or behind the meter. Because each client's needs vary greatly, Johnson Controls' energy storage solutions have been designed with scalability in mind.

L1000 In-Building Energy Storage System

Battery Power Stationary Storage

Stationary Storage has improved to the point where customers are seeing significant economic benefit from employing battery systems to provide a hedge against spiking demand charges. Our stationary battery systems store excess energy when the power-generating systems are running, and provide power when the power-generating systems are offline.

Energy Storage System - In-Building

In-building distributed energy storage systems help to manage energy use, cut costs, and provide backup power for single buildings as well as entire campuses or enterprises.

Modular Container Distributed Energy Storage System

This scalable system can provide hours of high-energy output within a proven modular design, drawing on our decades of experience in modular data centers and chiller plants. The result: an efficient, cost-effective solution that can be integrated into the energy control system of a utility, regional transmission organization or facility, at the lowest total lifecycle cost.

Thermal Energy Storage Systems

Thermal Energy Storage systems reduce on-peak electrical demand and energy costs. With adequate access to unobstructed sunlight, solar thermal energy can be created by absorbing the sun's heat with devices such as flat-plate solar energy collectors. A heat transfer fluid passes through tubes within the solar collectors where it is warmed and then distributed to the heating system.

Ice Storage

Ice storage air conditioning is the process of using ice for thermal energy storage. This system provides efficient cooling during the day by circulating refrigerant through coils in its ice storage tank, eliminating the need to run an energy-intensive compressor during peak daytime hours. The system re-freezes ice each night when electricity generation is cleaner, more efficient, and less expensive.

Sewer Heat Recovery

Johnson Controls also has experience providing sewer heat recovery solutions. At the **Beaufort-Jasper Water & Sewer Authority** in South Carolina, Johnson Controls used finished water (i.e. potable or drinking water) as a heat sink via a plate and frame heat exchanger for controlling the environment within their administrative building.

This concept is similar to a Geothermal HVAC. By using reversible heat pump chillers to meet their heating/cooling needs, Johnson Controls was able to provide both heating and cooling for water source heat pumps in the older building section as well as newer VAV/Air Handling system in the newer part of the facility. This project qualified for local utility incentives of approximately $132,000 and had an annual expected energy savings of approximately $48,000 per year.

Waste Heat Recovery and Urban Biogas Utilization

Many of our projects make use of waste heat recovery technology. For the **City of Baltimore Back River WWTP**, Johnson Controls developed a combined heat and power plant that uses the remainders of treated wastewater as fuel.

The plant will generate more than 2.4 megawatts of electricity per year, provide steam to offset process-heating requirements and produce hot water for boilers. As an added benefit, the digester gas cogeneration plant will reduce emissions, save taxpayer dollars, address workforce development, and support the local economy.

Johnson Controls also designed and constructed a 1,000 kW ground-mount PV system located at the Back River Waste Water Treatment Plant. Using SolarWorld modules and leveraging a grant from the Maryland Energy Administration, this project supports the City's objectives toward self-generation of 30% of all energy. This is a fixed-tilt, custom racking system suitable for the site's topography.

At the **City of Fort Worth**, Johnson Controls began an energy efficiency partnership in 2003 that has grown to seven phases of major infrastructure improvements in 107 city-owned facilities. The $69 million investment will save the City $93 million over a 15-year period. Johnson Controls guarantees these savings under the Energy Savings Performance Contract (ESPC) funding vehicle authorized by the State of Texas for public entities.

The largest of the seven projects occurred at the **Village Creek Water Reclamation Plant** – a $35 million initiative that has significantly benefitted the City's goal to establish Village Creek as a Net Zero Energy Facility. This ESPC project reduced electrical consumption by 39%, which has taken more than $2.5 million off the plant's electric bills each year. In addition, Oncor Electric provided $1.3 million in rebates to the City due to electric demand reductions.

For this project, Johnson Controls developed and implemented a 50,000 lb/hour, 235-psig steam system. Heat was recovered from combustion turbine exhaust, and supplemented with heat created by burning biogas

produced at the wastewater treatment plant in a duct burner. This project also involved improvements to increase the production of biogas through the addition of high-strength waste to the digesting bio solids.

Microgrids

With our strong background in designing and building renewable applications, Johnson Controls develops or participates in many microgrid implementations.

For example, at **Isle Royale National Park** Johnson Controls installed Distributed Generation and Control Systems to operate as a remote microgrid. This project included three separate locations up to 40 miles apart from one another, including Mott Island, Windigo, and Rock Harbor.

Johnson Controls installed 23 solar thermal domestic hot water pre-heating systems including 61 collection panels across various facilities at the Rock Harbor and Windigo campuses. The solar thermal systems provide approximately 78% of the estimated annual energy required for domestic hot water at Windigo.

At the Rock Harbor site, the systems displace 87% of the estimated annual electricity use and 45.7% of estimated fuel oil use for domestic hot water. They conducted energy efficient lighting upgrades, and installed solar PV hybrid system, solar attic fans, and water conservation system.

The project will alleviate dependence on diesel and showcase the island as a model of sustainability for other Government agencies to follow. The total facility size for Phase 1 is 66,931 square feet. This will result in 2,724 million Btus saved annually and 19,000-gallon reduction in annual diesel fuel consumption.

> "Johnson Controls was the most qualified ESCO to assist Isle Royale with our savings goals. Their ECM options are innovative and their strong local resources are unmatched. The Johnson Controls Team understands our objectives and is committed to building a relationship with us."
>
> **Phyllis Green**
> Isle Royale Superintendent

Specialty Systems

Throughout our many years in energy efficiency, we have gained a lot experience providing additional services for our customers. Below we have highlighted a few of these services.

Kitchen/Laundry Equipment

We bring experience redesigning, replacing, and installing major kitchen ventilation, cooking, heating and refrigeration equipment. We have extensive familiarity with large use washing and drying laundry equipment and other specialty equipment for facilities of all sizes. Measures associated with these specialty areas include:

- High efficiency water heating and ice-making
- Instantaneous hot water heating and removal of storage tanks
- Waste heat recovery for dryers and chillers
- Conversion of electric equipment to gas
- Water savings measures for recreation, kitchen and laundry
- Ozonated laundry upgrades

Pool Systems/Environment and Recreational Spaces

We have experience with HVAC, indoor air quality, chlorine management, chemical detection and measurement, lighting, locker room water improvements and related equipment in pool and recreational facilities. Our experience includes the implementation of several improvement measures such as swimming pool de-humidification systems and gymnasium ventilation improvements.

Additional Systems

The following list shows a subset of our specialty system capabilities:

- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems

Service and Maintenance

Although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve. This is why we have over **4,500 front-line service providers** nationwide in over **160 branch locations**.

This local presence allows us to provide local decision-making authority and respond to the needs of customers in a timely manner. Johnson Controls understands our customers at the local level and is committed to being the best competitor in each local market. Local employees will be dedicated to your project to ensure its successful development and implementation.

4,500+ front-line service providers nationwide deliver technical and maintenance services, including controls, mechanical, and electrical. They support over 18,000 current maintenance contracts.

Our extensive branch network is **100% company owned** and operated. Full ownership of our branch network benefits our customers because we are able to provide:

- *Consistent* processes and procedures
- *Consistent* service standards
- *Consistent* on-time delivery
- *Consistent* pricing and training
- *Consistent* long-term support and resources

In addition to our own internal resources, we frequently use local resources like engineering, mechanical, and electrical firms. Each branch office has extensive relationships with proven local businesses because we believe in supporting the communities where we work.

We service our own equipment and equipment from all vendors.

Public Relations

Often, a key driver of a project's success is buy-in and commitment from the people in your organization and the larger community. One of the ways to build support is to communicate about the steps you are taking to save energy, protect the environment, and keep costs down. We also lend our expertise for your special communications needs, such as

managing sensitive issues or crises that affect your organization. We can assist you in reaching out through activities such as:

- Dedicated website for the ESPC project
- News stories in print, radio and television
- Special public presentations
- Newsletters and other publications
- Community goodwill effort

A Leader in Higher Education

We are the national leader in the higher education market with more than 74 active North American performance contracting projects guaranteeing $8.95 billion in savings. We also are members of several professional associations in the higher education sector, such as NACUBO, AASHE, APPA, and others.

Higher education customers will benefit from Johnson Controls' unsurpassed experience. We have proposed solutions and tailored an approach to engage university students, faculty, and staff throughout the process to keep communication ongoing and effective, and produce better outcomes for the university that truly transform the way facilities function. Our talented, experienced, and dedicated engineering team has firsthand knowledge of the challenges and complexities of working in university setting and university laboratories.

Creating Optimal Learning Environments

Making improvements to your campus facilities isn't just about buildings and infrastructure. It's about creating smart environments that promote successful learning and generate satisfied students. Johnson Controls' solutions do so much more than reduce energy and protect facility assets. We install equipment and technology that make classrooms healthier, quiet, safe, and comfortable. Students who are comfortable and happy in their physical environments have a better chance of doing well and staying in school. In fact, reports show that the physical environment in which students take their courses has a significant impact on student attitude, learning outcomes, and satisfaction. All in all, better buildings can foster academic success, improve your reputation in the higher education community, and help you attract and retain top faculty and students — and that makes your facility investment all about enhancing your campus to create a better living and learning environment for your students.

Learning Laboratories and Student Engagement

Johnson Controls' has collaborated with our higher education customers in the development of several *customized* educational programs to augment a university's curriculum. For example, we recently developed new Sustainability

curricula for the University of Hawaii Community College system as a part of our ESPC projects across their campuses on Oahu and Maui. We have student engagement programs that focus on building energy awareness through educating and engaging students, staff, and faculty on the importance and impact of their behavior on energy efficiency.

Helping Students Achieve and K-12 Districts Prosper

We currently have more than 240 active K-12 performance contracts with a total guarantee of almost $1.5 billion. Johnson Controls substantial degree of success with school districts is demonstrated by the fact that 90% of our education business is obtained from repeat and referred clients. This is real project experience; we know how to design, install, maintain, and verify projects in a K-12 environment. Our local teams have the national support of engineers, subject matter experts, installation managers, and safety program managers, all with extensive K-12 experience.

Johnson Controls can positively impact our K-12 customers by delivering innovative business solutions to promote a healthy environment for students, teachers and staff. Additionally, districts prosper when operating expenses are reduced, creating additional funds for students, teachers, and staff.

Student Engagement

Johnson Controls and our K-12 leadership made a company-wide commitment to help schools create better environments for achievement through programs that focus on energy, the environment, and classroom education. We offer several nationally recognized programs to engage students and take your energy education program to the next level, including:

- Academy of Energy Education
- Igniting Creative Energy (ICE) Challenge
- STEM-Based Curriculum
- Ideas for Building a Sustainable Curriculum

Local Government Experience

We are currently managing 168 projects for municipalities that are guaranteed to save them more than $1 billion. We have developed specialized energy efficiency upgrades for municipal facilities that go well beyond the basic facility improvement measures. We maximize the amount of energy savings and the equipment upgraded so our municipal customers will benefit from as much high-efficiency equipment as possible.

Solar panels installed for the City of El Paso. Three solar projects for the city totaled 200 kw.

Our Municipal Utility Solutions team is a national center of excellence whose experts bring an average of more than 20 years of water utility experience. They have implemented more than 100 AMR/AMI projects across the country, replacing more than 1 million water meters.

We have worked with clients across the country to implement more than $100 million in self-funded energy-related capital upgrades to 30 treatment plants that reduce energy and chemical consumption, reduce operational costs, and assist in the successful operation of the plants.

We have worked with numerous municipalities across the country on street lighting inventory, design, and technology selection projects, with executed contracts totaling more than 70,000 LED street lights. We are one of the largest

lighting design/retrofit/installation contractors in North America that specializes in energy efficiency programs and have a full team of in-house national lighting experts to draw from. We also bring a vendor neutral approach and experience with all lighting manufacturers.

Public Housing Experience

We currently have more that more than 44 active multifamily and public housing performance contracts with a total guarantee of over $500 million. A significant amount of Johnson Controls success with public housing customers is obtained through working with repeat and referred clients. This is real project experience; we know how to design, install, maintain, and verify project in the Public Housing environment. Our local development teams have the support of a national organization of engineers, subject matter experts, installation managers, and safety program managers, all with extensive experience specific to creating Public Housing solutions.

Johnson Controls positively impacts our Public Housing customers by delivering innovative housing solutions promoting safe, comfortable, and sustainable environments for families. Additionally, public housing authorities prosper when operating expenses are reduced, creating additional funds for enhancing living conditions and sustainable housing for family.

Resident and Community Engagement

Johnson Controls and our Public Housing partners are committed to helping public housing authorities create better environments and self-sufficiency through programs that focus on energy, the environment, and resident engagement programs. We offer programs to engage residents and take them to the next level, including:

- Opportunity Fair & Section 3 Job Training
- Resident Receptions that Engage & Educate through Energy Awareness
- Sustainability Ambassador workshop
- STEAM Summer Camp for middle and high school students
- Participate in DOE/HUD – SEED Initiative

State Government Experience

Johnson Controls offers a range of services and solutions and deep experience in helping states address these complex challenges. Our team is comprised of professionals that have extensive experience working with state agencies, including departments of administration, transportation, corrections, health, military affairs, and others. Through our state market leaders and local branch offices, we deliver an approach to energy and facilities management that enables all branches of state government to minimize costs, maximize revenues, and optimize operations for constituents, employees, and taxpayers.

Whether developing a long-range energy plan under a PC, designing and building a new central plant, replacing equipment in an aging building, or providing routine maintenance to keep facilities running smoothly, Johnson Controls offers the experience and know-how to ensure your state's success. Our national market leaders and subject matter experts, supported by local teams in your community, are ready to serve your agency every step of the way.

State government NJPA members will benefit from our experience through:

- Replicating successful programs from previous projects
- Innovative alternative financing mechanisms and grant services to help with state budget concerns
- Solutions geared towards federal and state government mandates related to greenhouse gas emissions and renewable energy policy
- Ongoing involvement in legislative policy and political issues, including relationships with State Energy Office reps and associations

Johnson Controls currently manages 33 state government performance contracts with more than $1 billion in outstanding savings guarantees.

NJPA Contract #030817-JHN - Maturity Date: 05/08/2021

Pricing Table

The following table describes our pricing for the services products and services offered:

Product/Service	Discount Type	Discount
Non-Johnson Controls HVAC control, security, fire and equipment products: includes subcontracts, non-Johnson Controls controls, assessments, tools, management & engineering services and surveys	Mark up over cost	Cost + 30%
Miscellaneous parts	Mark up over cost	Cost + 30%
York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP)	NALP less 55%
York Air Handling Equipment	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Terminal Units (VAV & FCU)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Commercial Unitary Equipment (Series 5-40)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls Large Commercial Unitary Equipment (Series 100)	Discounts from North America List Price (NALP)	NALP less 55%
Johnson Controls DDC controls & Johnson Controls Security products	Discounts from North America List Price (NALP)	NALP less 55%
Fire Alarm Systems	Discount from list price	List less 15%
Johnson Controls Labor	Local Branch Published Street Labor Rates	Local Branch Published Street Rate less 10%
Packaged Central Plant (400-4500 tons)	Pricing varies depending upon complexity, but customers will receive a minimum of a 5% discount	

Pricing Notes:

1. All labor rates are based upon standard hours.
2. Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
3. Overtime rates (Holidays): 2 x standard labor rates
4. Per diem rates: Based upon location and job role to be provided
5. Minimum charge of 4 hours for all overtime work
6. Local branch published street labor rates may be updated annually at the discretion of each local branch

Not to exceed pricing:

The above pricing is submitted as not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order their intent to use the NJPA Agreement.

WAGE RATES AND PAYROLL REPORTING
Section 00830

1. PAYMENT

1.1 Classification Definitions, Building and Heavy and Highway

1.1.1 Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

1.2 Minimum Wages

1.2.1 Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the $14.00 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the $14.00 minimum wage required.

1.2.2 Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

1.2.3 All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

1.2.4 Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

1.3 Overtime Requirements

1.3.1 No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

1.3.2 Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

2. APPRENTICES

2.1 Locally and Federally Funded Projects

2.1.1 The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

2.1.2 Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction prior to using any Apprentices or Trainees on this Contract.

3. WITHHOLDING PAYMENTS

3.1 OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

4. PAYROLLS

4.1 CONTRACTOR shall keep records showing:

4.1.1 The name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.

4.1.2 The actual per diem wages paid to each worker

4.1.3 Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by

them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.

4.1.4 Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Sub subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

4.2 The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.

4.3 A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:

4.3.1 Name of signatory party and title

4.3.2 Name of project, payroll period and

4.3.3 Name of CONTRACTOR or Subcontractor

4.4 The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

4.5 Federal Funding. In the event that federal funding is used:

4.5.1 Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

4.5.2 Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.

4.5.3 Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. NONCOMPLIANCE

5.1 According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

5.2 Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

6.1 Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.

6.1.1 Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.

6.1.2 The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.

6.2 For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:

6.2.1 A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.

6.2.2 A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.

6.3 Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

7.1 Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates for This Project Are Attached

END

WAGE RATE DETERMINATION

Building Construction Type
County Name: TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision: TX170323 01/12/2018 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least $14.00 / hour.

Classification	**DOL Rate** For info Only	**Adjusted Wage Rate Required** Pursuant to City Ordinance	**DOL Fringes**	**Total Minimum Wage Rate Required**
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	$ 22.22	$ 22.22	$ 10.02	$ 32.24
Boilermaker	$ 28.00	$ 28.00	$ 22.35	$ 50.35
Bricklayer	$ 20.07	$ 20.07	$ -	$ 20.07
Carpenter	$ 21.96	$ 21.96	$ 7.90	$ 29.86
Carpenter (Acoustical Ceiling Installation only)	$ 14.00	$ 14.00	$ -	$ 14.00
Carpenter (Form Work Only)	$ 15.62	$ 15.62	$ 0.05	$ 15.67
Cement Mason/Concrete Finisher	$ 15.71	$ 15.71	$ -	$ 15.71
Drywall Finisher/Taper	$ 17.06	$ 17.06	$ 4.43	$ 21.49
Drywall Hanger and Metal Stud Installer	$ 17.47	$ 17.47	$ 3.45	$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	$ 18.00	$ 18.00	$ 2.30	$ 20.30
** Electrician (Excludes Installation of Sound and Communication Systems	$ 27.51	$ 27.51	$ 8.11	$ 35.62
***Elevator Mechanic <5 years' experience	$ 39.70	$ 39.70	$ 35.03	$ 74.73
***Elevator Mechanic >5 years' experience	$ 39.70	$ 39.70	$ 35.83	$ 75.53
Floor Layer (Carpet)	$ 21.88	$ 21.88	$ -	$ 21.88
Glazier	$ 12.83	$ 14.00	$ -	$ 14.00
HVAC Mechanic (HVAC Unit Installation Only)	$ 23.78	$ 23.78	$ 6.89	$ 30.67
Ironworker, Ornamental	$ 23.27	$ 23.27	$ 7.12	$ 30.39
Ironworker, Reinforcing	$ 12.27	$ 14.00	$ -	$ 14.00
Ironworker, Structural	$ 20.73	$ 20.73	$ 5.24	$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	$ 14.00	$ -	$ 14.00
Laborer, Common or General	$ 11.44	$ 14.00	$ -	$ 14.00
Laborer, Mason Tender - Brick	$ 12.22	$ 14.00	$ -	$ 14.00
Laborer, Mason Tender - Cement/Concrete	$ 11.85	$ 14.00	$ -	$ 14.00

Laborer, Pipelayer	$ 12.45	$ 14.00	$ -	$ 14.00
Laborer, Roof Tearoff	$ 11.28	$ 14.00	$ -	$ 14.00
Operator, Backhoe/Excavator/Trackhoe	$ 19.43	$ 19.43	$ 3.49	$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	$ 13.00	$ 14.00	$ -	$ 14.00
Operator, Bulldozer	$ 14.00	$ 14.00	$ -	$ 14.00
Operator, Crane	$ 34.85	$ 34.85	$ 9.85	$ 44.70
Operator, Drill	$ 14.50	$ 14.50	-	$ 14.50
Operator, Forklift	$ 16.64	$ 16.64	$ 6.26	$ 22.90
Operator, Grader/Blade	$ 19.30	$ 19.30	$ -	$ 19.30
Operator, Loader	$ 14.00	$ 14.00	$ -	$ 14.00
Operator, Mechanic	$ 18.75	$ 18.75	$ 5.12	$ 23.87
Operator, Paver (Asphalt, Aggregate, and	$ 16.03	$ 16.03	$ -	$ 16.03
Operator, Roller	$ 11.25	$ 14.00	$ -	$ 14.00
Painter (Brush, Roller, and Spray, Excludes	$ 18.76	$ 18.76	$ 6.35	$ 25.11
Pipefitter (Including HVAC Pipe Installation)	$ 28.78	$ 28.78	$ 12.33	$ 41.11
Plumber, Excludes HVAC Pipe Installation	$ 23.57	$ 23.57	$ 6.37	$ 29.94
Roofer	$ 12.00	$ 14.00	$ -	$ 14.00
*Roofer, Metal	$ 14.05	$ 14.05	$ -	$ 14.05
Sheet Metal Worker (Including HVAC Duct	$ 24.85	$ 24.85	$ 14.93	$ 39.78
Sprinkler Fitter (Fire Sprinklers)	$ 29.03	$ 29.03	$ 15.84	$ 44.87
Tile Finisher	$ 11.32	$ 14.00	$ -	$ 14.00
Tile Setter	$ 16.35	$ 16.35	$ -	$ 16.35
Truck Driver, Dump Truck	$ 12.39	$ 14.00	$ 1.18	$ 15.18
Truck Driver, Flatbed Truck	$ 19.65	$ 19.65	$ 8.57	$ 28.22
Truck Driver, Semi-Trailer Truck	$ 12.50	$ 14.00	-	$ 14.00
Truck Driver, Water Truck	$ 12.00	$ 14.00	$ 4.11	$ 18.11
Waterproofer	$ 16.30	$ 16.30	$ 0.06	$ 16.36

http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX170323 or other sources.

1. <u>ADDITIONAL TRADE INFORMATION</u>

**Electricians - Including low voltage wiring for computers, fire/smoke alarms.
***Elevator Mechanics - also must be paid for 7 holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.
Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with

sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. WAGES

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher. City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least $14.00/hour. The cash portion of their compensation must meet or exceed this amount.

3. CREDITING FRINGE BENEFIT CONTRIBUTIONS TO MEET DBA/DBRA AND CITY OF AUSTIN REQUIREMENTS

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

> Life Insurance
> Health Insurance
> Pension
> Vacation
> Holidays
> Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (See 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. ANNUALIZATION OF BENEFIT COSTS

If a firm provides an electrician with $200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([$200 x 12 months] divided by 2080 hours = $1.15 per hour) should be used.

5. PROPER DESIGNATION OF TRADE

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. SPLIT CLASSIFICATION

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be

accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
==========
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

6.1 Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: **PLUM0198-005 07/01/2014**. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014. Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

6.2 Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: **SULA2012-007 5/13/2014**. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

6.3 Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: **UAVG-OH-0010 08/29/2014**. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate

is based.

7. WAGE DETERMINATION APPEALS PROCESS

7.1 Has there been an initial decision in the matter? This can be:

- **.1** An existing published wage determination
- **.2** A survey underlying a wage determination
- **.3** A Wage and Hour Division letter setting forth a position on a wage determination matter
- **.4** A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in .**2** and **.3** should be followed.

7.2 With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determination
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

7.3 If the answer to the question in .**1** is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

7.3 If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

7.4 All decisions by the Administrative Review Board are final.

END

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Claudia Rodriquez x42959	**PM Name/Phone**	N/A
Sponsor/User Dept.	Various	**Sponsor Name/Phone**	Kelly Jones 512-404-4351
Solicitation No	N/A	**Project Name**	Chiller Systems
Contract Amount	$8,192,000.00	**Ad Date (if applicable)**	N/A

Procurement Type

- ☐ AD – CSP
- ☐ AD – CM@R
- ☐ AD – Design Build
- ☐ AD – Design Build Op Maint
- ☐ AD – JOC
- ☐ IFB – Construction
- ☐ IFB – IDIQ
- ☐ PS – Project Specific
- ☐ PS – Rotation List
- ☐ Nonprofessional Services
- ☐ Commodities/Goods
- ☒ Cooperative Agreement
- ☐ Critical Business Need
- ☐ Interlocal Agreement
- ☐ Ratification
- ☐ Sole Source*

Provide Project Description**

Various cooperative contracts with Trane, Carrier, and JCI for various city departments to be used for Chiller Systems maintenance, repairs, installations, and inspection services. Repairs to be completed by certified techs.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

MA 7400-NA110000134-no goals assigned & MA 8100-NA110000050-no goals assigned.

List the scopes of work (commodity codes) for this project. *(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)*

03113-50% 91036-30% 03176-20%

Claudia Rodriquez	03/20/2018
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received	3/20/2018	**Date Assigned to BDC**	3/20/2018

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☐ Goals	% MBE	% WBE
☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

☐ Exempt from MBE/WBE Procurement Program	☒ No Goals

City of Austin
SMBR
Small & Minority Business Resources
Opening the door to opportunities.

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
☐ Insufficient availability of M/WBEs ☐ Insufficient subcontracting opportunities ☐ Sufficient availability of M/WBEs ☐ Sole Source	☐ No availability of M/WBEs ☒ No subcontracting opportunities ☐ Sufficient subcontracting opportunities ☐ Other
If Other was selected, provide reasoning:	
MBE/WBE/DBE Availability	
N/A	
Subcontracting Opportunities Identified	
N/A	

Tracy Burkhalter	
SMBR Staff	**Signature/ Date**
Tracy Burkhalter	3/20/18
SMBR Director or Designee	**Date** 3/21/18
Returned to/ Date:	

City of Austin

Purchasing Office
P.O. Box 1088, Austin, TX 78767

June 08, 2018

Jeff Page, Account Manager
Trane Commercial Systems
Ingersoll Rand
9801 Metric Blvd
Suite 400
Austin, TX 78758
Email: JWpage@trane.com

Dear Mr. Page:

The Austin City Council approved the execution of a contract with your company for Chiller Systems Maintenance, Repair, Inspection, and Installation services.

Department:	Austin Water Department
Department Contact Person:	Augustin Cancino
Department Contact Email Address/Ph#	Augustin.cancino@austintexas.gov 512-972-9344
Department Name:	Austin Public Library
Department Contact Person:	Todd Smith
Department Contact Email Address/Ph#	ToddA.Smith@austintexas.gov (512) 974-7591
Project Name:	Chiller Systems Maintenance, Repair, Inspection, and Installation
Contractor Name:	Trane U.S., Inc.
Contract Number:	8200-NC180000024
Contract Period:	48-months
Dollar Amount	$8,191,937.00 to be shared by all three vendors on the contract
Extension Options:	N/A
Requisition Number:	17072500655
Solicitation Type & Number:	N/A; Cooperative Contract
Agenda Item Number:	24
Council Approval Date:	05/24/18

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Claudia Rodriquez

Claudia Rodriquez, Procurement Specialist IV
City of Austin
Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
TRANE U.S., INC ("CONTRACTOR")
FOR
CHILLER SYSTEMS MAINTENANCE, REPAIRS, INSPECTIONS, AND RELATED SERVICES
CONTRACT NO. 8200-NC180000024

This Contract is between Trane U.S., Inc. having offices at 9801 Metric Blvd, Ste#400 Austin, TX 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date the contract is signed by both parties. Solicitation requirements are met by using Contractor's Cooperative Contract with U.S. Communities Contract No. 15-JLP-023.

1.1 **This Contract is composed of the following documents:**

1.1.1 Exhibit A, U.S. Communities Contract No. 15-JLP-023.

1.1.2 This Contract

1.1.3 Exhibit B, Supplemental Terms -Section 0400

1.1.4 Exhibit C, Scope of Work-Section 0500

1.1.5 Exhibit D, City Standard Terms and Conditions-Section 0300

1.1.6 Exhibit E.1-E.2-Trane U.S., Inc. offers, including subsequent clarifications

1.1.7 Exhibit F-Non-Discrimination Certification, Section 0800

1.1.8 Exhibit G- Non-Suspension or Debarment Certification, Section 0805

1.1.9 Exhibit H-Living Wages Contractor Certification, Section 0815

1.1.10 Exhibit I-Living Wage Employee Certification, Section 0820

1.1.11 Exhibit J-Prevailing Wage Section 0830 with pay rate schedules 00830BC and 00830HH

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 Exhibit A-U.S. Communities Contract No. 15-JLP-023 as referenced in Section 1.1.1

1.2.2 This Contract

1.2.3 Exhibit B-Supplemental Terms as referenced in Section 1.1.3

1.2.4 Exhibit C-Scope of Work-Section 0500 as referenced in Section 1.1.4

1.2.5 Exhibit D-City Standard Terms and Conditions-Section 0400 as referenced in Section 1.1.5

1.2.6 Exhibit E.1-E.2 -The Contractor's Offers, including subsequent clarifications as referenced in Section 1.1.6

1.2.7 Exhibit F- Exhibit D-Non-Discrimination Certification, Section 0800 as referenced in section 1.1.7

1.2.8 Exhibit G- Non-Suspension or Debarment Certification, Section 0805 as referenced in section 1.1.8

1.2.9 Exhibit H- Living Wages Contractor Certification, Section 0815 as referenced in section 1.1.9

1.2.10 Exhibit I-Living Wage Employee Certification, Section 0820 as referenced in section 1.1.10

1.2.11 Exhibit J- Prevailing Wage Section 0830 with pay rate schedules 00830BC and 00830HH as referenced in section 1.1.11

1.3 **Quantity.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Quantities will be specified by the City for each Purchase Order.

1.4 **Term of Contract**

1.4.1 **Term of Contract**. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 52 months.

1.4.1.1 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

1.4.1.2 This is a 52-month Contract. Prices are firm for the first twelve (12) months.

1.4.1.3 The City reserves the right to transfer this contract by amendment to future U.S. Communities contracts that supersede U.S. Communities Contract No. 15-JLP-023, if the terms and conditions are favorable to the City.

1.5 **Compensation.** The Contractors shall be paid a total Not-to-Exceed amount of $8,191,000, including all fees and expenses, divided among the Contractors.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The total Not-to-Exceed amount identified in Section 1.5 of this Contract shall be divided among various Contractors through the following cooperative purchase programs:

1.6.1.1 Texas Local Government Purchasing Cooperative, administered by Texas Association of School Boards, Inc (BuyBoard)
1.6.1.2 U.S. Communities
1.6.1.3 National Joint Powers Alliance

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

TRANE U.S., INC.	CITY OF AUSTIN
WALLY BORNHOFF	Claudia Rodriquez
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Signature
GENERAL SALES MGR.	Procurement Specialist IV
Title:	Title:
5/17/2018	5/17/2018
Date:	Date:

Linell Goodin-Brown
Contract Management Supervisor II
5-26-18

Exhibit A	U.S. Communities Contract No. 15-JLP-023.
Exhibit B	Supplemental Terms -Section 0400
Exhibit C	Scope of Work-Section 0500
Exhibit D	City Standard Terms and Conditions-Section 0300
Exhibit E.1-E.2	Trane U.S., Inc. offers, including subsequent clarifications
Exhibit F	Non-Discrimination Certification, Section 0800
Exhibit G	Non-Suspension or Debarment Certification, Section 0805
Exhibit H	Living Wages Contractor Certification, Section 0815
Exhibit I	Living Wage Employee Certification, Section 0820
Exhibit J	Prevailing Wage Section 0830 with pay rate schedules 00830BC and 00830HH

Exhibit A

CONTRACT

RFP #15-JLP-023

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature

Board of Education of Harford County
Witness

Board of Education of Harford County

Barbara P. Canavan, Superintendent of Schools

Nancy Reynolds
Board of Education of Harford County - Board President

Signature

Authorized Contractor Signature

Contractor Witness

TRANE
Company Name

800 Beaty St.
Address

Davidson, N.C. 28036
Address

Trane Strategic Programs

Cooperative Purchasing

TRANE

June 1, 2017

Sherry Ramsey
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

Re: Trane Parts on contract 15-JLP-023

Sherry,

Trane is in the process of implementing a new parts pricing and delivery system within the network of offices in North America. As such, some of the traditional reference points used when bidding the 15-JLP-023 contract will change. For example, the original RFP submission for over-the-counter parts used a reference of book less 38%; this would be the price an agency would pay.

With the implantation of the new P21 parts system, we introduced a "list" price reference. So that we maintain pricing parity between the two systems, we needed to establish the relationship between these two metrics; "list" price vs "book" price. That relationship is book less 38% equals list less 22%. The ultimate impact the participating agencies is zero since the two references equate to the same sales price.

As North America's leading HVAC manufacturer, we wanted you to be aware of these improvements and look forward to providing outstanding service to your agencies. Please reach out to me with questions.

Best regards,

Greg Spencer
Strategic Cooperative Program Leader

Trane Contract

HVAC Products, Installation, Services and Related Products and Services

Lead Agency:
Harford County Public Schools, MD

Contract Number:
15-JLP-023

3 year initial term, October 1, 2015 through September 30, 2018
Option to renew for (1) additional (2) year periods
The contract is renewed for two (2) years, effective October 1, 2018 through September 30, 2020

Contract Updates
Contract Renewal added on April 4, 2018

Postings

Number of suppliers who responded to RFP: 1

Posting Information:	Date Posted:
U.S. Communities: Current Solitications	June 11, 2015-August 13, 2015
Onvia DemandStar	June 11, 2015-August 13, 2015
Harford County Public Schools	June 11, 2015-August 13, 2015
Canadian MERX Public Tenders	June 11, 2015-August 13, 2015
State of Hawaii and Oregon	June 11, 2015-August 13, 2015
Oregon Association of Counties	June 11, 2015-August 13, 2015

Contract Documents:

- Trane Contract 15-JLP-023
- Parts Pricing
- Harford County Public Schools Contact Information
- Pricing Clarification
- Contract Renewal

RFP Documents:

- RFP 15-JLP-023
- RFP 15-JLP-023 Addendum 1
- RFP 15-JLP-023 Addendum 2
- RFP 15-JLP-023 Addendum 3
- RFP 15-JLP-023 Postings

Energy Savings Performance Contracting Technical Energy Audit Services

Lead Agency:
Port of Portland, OR

Contract Number:
1153

6 year initial term, December 1, 2017 - December 3, 2023
Option to renew for (1) additional (5) year period

Contract Updates
Contract Amendment 1 added on February 13, 2018

Postings

Number of suppliers who responded to RFP: 4

Posting Information:	Date Posted:

Contract Documents:

- Trane Contract 1153
- Contract Amendment

RFP Documents:

- RFP 2017-7473
- Schedule 1 Pricing Scenario
- Schedule 2 Pricing Scenario
- RFP 2017-7473 Addendum 1
- RFP 2017-7473 Addendum 2
- RFP 2017-7473 Addendum 3
- RFP 2017-7473 Postings

U.S. Communities: Current Solicitations	Aug 15, 2017 – Sep 15, 2017
Onvia/DemandStar	Aug 15, 2017 – Sep 15, 2017
Port of Portland, OR	Aug 15, 2017 – Sep 15, 2017
Canadian MERX Public Tenders	Aug 15, 2017 – Sep 15, 2017
State of Hawaii and Oregon	Aug 15, 2017 – Sep 15, 2017
State of Louisiana	Aug 15, 2017 – Sep 15, 2017

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Harford County Public Schools

102 South Hickory Avenue
Bel Air Maryland 21014

Purchasing Department
410-638-4082

RFP # 15-JLP-023
REQUEST FOR PROPOSALS

FOR

HVAC PRODUCTS, INSTALLATION, SERVICES AND RELATED PRODUCTS AND SERVICES

Proposals Due August 13, 2015 before 2:30 pm

THIS SOLICITATION IS MADE ON BEHALF OF HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND AND OTHER GOVERNMENTAL AGENCIES AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.

Bid Notification

Notice is hereby given that Harford County Public Schools (HCPS) (District) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance, will receive proposals for

RFP #15-JLP-023

HVAC PRODUCTS, INSTALLATION, SERVICES AND RELATED PRODUCTS AND SERVICES

Proposals must be received prior to **2:30 PM on August 13, 2015** in the District's Purchasing Department. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope.

Proposals should be delivered/mailed to:

Harford County Public Schools
Attention: Purchasing
102 South Hickory Ave.
Bel Air, MD 21014

RFP documents are available from the Harford County Public Schools website http://www.hcps.org/departments/BusinessServices/purchasing.aspx

and from eMaryland Market Place, https://emaryland.buyspeed.com/bso/

A Pre-Proposal meeting will be held June 29, 2015 at 1:00 PM at the North Harford Middle School in Room A-4. The address for North Harford Middle School is, 112 Pylesville Rd, Pylesville, MD 21132.

Refer any questions to the availability of documents to Sherry Ramsey Downen at (410) 809-6046 or email at sherry.ramseydownen@hcps.org

HCPS does not discriminate in the choice of suppliers and the award of bids/contracts based on race, sex, age, national origin, religion or disability.

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Note: Items in **bold** must be returned with your proposal.

HARFORD COUNTY PUBLIC SCHOOLS
Purchasing Department
102 South Hickory Avenue
Bel Air, Maryland 21014
Telephone: 410.638.4082

Request for Proposal
HVAC Products, Installation, Services and Related Products and Services

Section 1- General Information

A. Introduction

It is the intent of this RFP to solicit sealed proposals from qualified business entities to provide and install a Chiller at the Harford County Public Schools North Harford Middle School, and also provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national level. This contract will allow government agencies to purchase the products and services defined herein, in indefinite quantities on an as-needed basis.

The method of procurement will be a competitive negotiation via a Request for Proposal (RFP) which may include the submission of best and final offers.

Price will not be the sole determinant for the award. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around best value which may include among other criteria: price, quality, performance, references, financial information and the ability to successfully market to states, local governments, school districts, higher education institutions and other government agencies and nonprofit organizations.

B. Background

This solicitation is being administered by Harford County Public Schools for those public entities that elect to access the Master Agreement through the U.S. Communities Government Purchasing Alliance.

The Harford County Public Schools System (HCPS) is the seventh largest of the 24 Maryland School Systems. HCPS has 54 schools and a total enrollment of approximately 39,000 students.

C. Procurement Administrator

Jeff LaPorta, CPPB, Supervisor of Purchasing, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquiries should be emailed to Jeff.LaPorta@hcps.org. All questions should be received no later than July 3, 2015 at 2:30 pm eastern time. Responses to questions will be addressed in the form of a formal Addendum. Responses will not be made to telephone, faxed or mailed inquires.

D. Proposal Submission

Three (3) original hard copies and eight (8) flash drive copies of the technical proposal, and two (2) original hard copies and two (2) flash drives of the cost proposal shall be submitted to, or hand delivered to Harford County Public Schools, 102 S. Hickory Ave. Bel Air Maryland 21014 to the attention of the Purchasing Department no later than August 13, 2015, 2:30PM. Proposals must be submitted in envelopes or other mailing containers showing the RFP number, firm's name and address, and the proposal due date on the outside. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time.

Additionally, if you label any information in your technical proposal as proprietary or confidential, you must submit one redacted copy, in electronic version, of the technical. See Section I, page 6 for details.

E. Proposal Acceptance

Proposals including prices must remain valid for a period of not less than one hundred, twenty (120) days to allow for evaluation, School Board approval and Contract execution. Harford County Public Schools reserves the right to accept or reject any or all proposals, waive informalities and select the most favorable proposal that will serve its best interest as well as the best interest of those participating governmental entities.

F. Calendar of Events (Subject to Change)

Event	Date
Issue RFP	June 11, 2015
Pre-Proposal Conference (not mandatory)	June 29, 2015 – 1:00 pm
Questions due	July 3, 2015 – 3:30pm
Addendum Issued	July 15, 2015
RFP due date	August 13, 2015 – 2:30pm
Evaluations/Negotiations/Interview	September 1-3, 2015
Awardee Notified	September 10, 2015
Board Approval	September 21, 2015
Tentative Contract Start Date	October 1, 2015

G. Incurring RFP Preparation Cost

Harford County Public Schools accepts no responsibility for any expense incurred in the proposal preparation, on-site presentation, mailings etc.

H. Insurance Requirements

Insurance requirements are contained in General Requirements, attached herewith. The Contractor must have in force and will maintain insurance, not less than the amounts specified. These insurance requirement are only specific to purchases made to HCPS and do not apply to other entities who use this agreement. Individual public entities may have their own specific insurance requirements.

I. Confidential Information

Redacted versions of technical trade secrets or proprietary information submitted in response to this solicitation must be clearly labeled as "Confidential" and may not be disclosed unless required under the appropriate freedom of information statute. Proposers must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. If awarded, the RFP and all related documents and proposal submissions will become part of the contract award.

PUBLIC INFORMATION ACT - A redacted copy of your bid submission in electronic PDF format (or similar) shall be submitted with your Offering. A redacted copy is considered to be edited, modified, or otherwise revised from which confidential, sensitive and proprietary information has been removed. The redacted copy shall be for your Technical Proposal only.

This redacted copy will be used to respond to Freedom of Information Act request(s) in accordance with the law, the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. HCPS reserves the right to modify the redacted copy within its authority under the law. If a redacted copy is not provided, HCPS will assume that all information provided is public information that will be used to respond to any request under this Act.

J. Contract Term

The term of the contract will be for three years following the contract award date with the option to renew for two additional two year periods.

K. Pricing

Labor rates should be based on regional and national rates. The Awarded Supplier may submit requests for labor rate increases on an annual basis, sixty (60) days prior to the anniversary contract date. Price increase requests are not automatic and must be approved by the Supervisor of Purchasing for the Lead Agency (Harford County Public Schools).

The pricing structure, or percent discount for product pricing will remain fixed for the term of the contract.

Supplier agrees to offer all future product and service introductions at similar pricing as that offered through this solicitation and contract.

L. Permits and Licenses

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work without additional expense. The Contractor is similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

M. Drug, Tobacco and Alcohol

All HCPS properties are “drug, tobacco and alcohol free zones” as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco or alcohol products on

HCPS property. Use of such items on HCPS property may result in termination of the contract.

N. Illegal Immigrant and Child Labor

The use of illegal immigrant labor and/or illegal child labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating any Federal, State or Local laws regarding illegal or child labor laws.

O. Employment of Child Sex Offenders

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) & (D) of the Criminal Procedure Article of the Annotated code of Maryland states, *"A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding $5,000 or both*."

If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Harford County Public School property, including the project property. Violation of this provision may result in Termination for Cause as defined in the Amendments to the General Conditions, Article 14.2.1.2.

P. Criminal Background Check/Photo Identification Badge/Fingerprinting

It is the responsibility of the Offeror to make certain that its employees, agents, volunteers, and Contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. The Offeror shall comply with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722. The Offeror shall utilize the same screening services for criminal backgrounds as used by the Board in order that the Board can have consistency with all those individuals permitted to work in schools and with children. Therefore, the Offeror shall require that all employees providing services to students be screened via the Criminal Justice Information Service (CJIS) and NCIC. All related costs shall be borne by the Contractor.

Each Contractor shall screen their work-forces to ensure that a registered sex offender does not perform work at HCPS and also ensure that a subcontractor and

independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the Contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violation of this provision may cause HCPS to take action against the Contractor up to and including termination of the Contract. HCPS reserves the right, in its sole discretion, to reject or require the removal of any person proposed for placement based on the person's criminal background check.

Q. Labor and Rates of Pay

The Awarded Offeror agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

The Awarded Offeror agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

R. Termination for Cause

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Harford County Public Schools may terminate the contract by written notice to the Contractor. HCPS can affirmatively collect damages which may result from the Contractor's breach.

S. Disputes

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question shall be referred the Harford County Public Schools Director of Purchasing, who shall decide the issue and provide a written response to the Contractor. The decision of the Supervisor of Purchasing shall be final and conclusive.

The contract shall be governed by the laws of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties seeking any and all remedies provided by law. All protests must be in writing and submitted to the Supervisor of Purchasing. Prior to dispute resolution through the appropriate legal means, i.e. adjudicated by the appropriate Courts, the parties will participate in Alternative Dispute Resolution (ADR), in an attempt to resolve the dispute in accordance with the commercial Rules of the American Arbitration Association in effect at the time. All disputes shall be decided by a single arbitrator. All costs associated with ADR will be borne by the awarded contractor.

T. Billing and Payment

Unless otherwise instructed, the preferred method of (order) and payment is by credit card. Please advise in your Technical Proposal if payment via credit card is not acceptable.

Any unacceptable payment options must be clearly articulated in the technical submission.

U. Multi-Agency Procurement

Harford County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this Request for Proposal. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

V. About This Document

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Harford County Public Schools is seeking a solution, as described in the cover page and in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features and best value of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractors' approach meets the desired requirements and needs of Harford County Public Schools and U.S. Communities. Those criteria that will be used and considered in evaluation for award are set forth in this document.

No negotiations, decisions, or actions shall be initiated by any proposers as a result of any verbal discussion with any Harford County Public Schools member or U.S. Communities staff prior to the opening of proposals in responses to this document. RFP Offerors shall make no contacts – either written or verbal – with any individual other than the individual identified herein during the period beginning with the issuance of this RFP through approval of award. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

If awarded, this RFP document in its entirety including attachments, appendices and addenda will become part of the Contract. Harford County Public Schools reserves the right to reject any or all proposals at any time and make necessary

arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so.

W. Award

This may result in award to one, or more than one vendor. Harford County Public Schools reserves the right to award to one vendor for the specific North Harford Middle School chiller and installation, and award to another vendor for the award of supplier for national supply and services.

X. Anti-discrimination

It is the policy of the Harford County Public Schools that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and State laws.

Y. Multiple Proposals

Multiple proposals from a firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that an Offeror is interested in more than one proposal for the work contemplated may result in rejection of all proposals in which the Offeror is interested.

Z. Pre-Proposal Conference

A pre-proposal conference will be held on June 29, 2015, beginning at 1:00 PM EST. The location will be at the North Harford Middle School, 112 Pylesville Road, Pylesville, MD 21132, Room A-4.

Section 2- Scope of Work

Outcome

The expected outcome of this proposal is to enter into a contractual relationship with a business partner(s) who will provide a comprehensive selection of HVAC products and solutions, including complete turn-key services.

Suppliers are to propose the broadest possible selection of HVAC EQUIPMENT, INSTALLATION, SERVICES AND RELATED PRODUCTS AND SERVICES. This solicitation is to provide Participating Public Agencies with products, services and turn-key solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

1. **HVAC Products:** This includes, but is not limited to, Chillers: air-cooled chillers, water-cooled chillers, compressor chillers, ancillary chiller water plant equipment and absorption liquid chillers; unitary systems that combine heating, cooling and fan sections: rooftop systems, split systems, self-contained systems and water source heat pumps; air handling systems: performance air handlers, blower coil air handlers, make-up air gas heating systems, air handler options and air cleaning options; terminal devices: unit heaters, unit ventilators, fan coil units, ventilation fans and variable air volume; ductless variable refrigerant volume units; dedicated outdoor air systems; replacement coils; parts and aftermarket products and any other HVAC products offered by Supplier.

2. **Installation and Services:** This includes, but is not limited to, any installation of new equipment, maintenance of existing systems, upgrading of existing infrastructure, turn-key services and any other installation and services offered by Supplier.

3. **Related Products and Services:** This includes, but is not limited to, HVAC equipment controls, thermostats, sensors, design and analysis tools, commissioning, building management, enterprise management, rental and lease services, financial services and any other related products and services offered by Supplier.

Proposal Submission

This RFP requires a two-part submission process. Separate technical and price proposals are to be submitted in sealed envelopes on the date and time stipulated. Three (3) original and eight (8) flash drive copies of the technical copies shall be submitted or hand delivered. Two (2) original and two (2) flash drive copies of the cost proposal shall be submitted.

The proposal due date is August 13, 2015 at 2:30PM. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time and will be available for inspection.

Definitions

Definitions as used herein:

A. The term "solicitation" used in this document means this Request for Proposal (RFP).

B. The term "offer" and "proposal" are used synonymously and mean a response to this solicitation.

C. The terms "offeror", "proposer", "supplier" and "contractor" are synonymous and refer to the entity/business/individual that submits a response to this solicitation.

D. Harford County Public Schools, Maryland may be referred to as "HCPS".

E. U.S. Communities is a non-profit that assists Participating Public Agencies in reducing the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide.

F. Participating Public Agency (PPA) is any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization that elects to use one or more U.S. Communities contracts.

Labor Wage Classification Definitions

Definitions as used herein for establishing labor rates.

LABOR WAGE CLASSIFICATION DEFINITIONS	
Architect	Professional licensed designer providing Architectural drawings.
Asbestos Worker	Worker who removes and disposes of asbestos materials.
Boilermaker	Worker who assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.

Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough and finish carpentry, hardware and trim.
Carpet/Floor Installer	Worker who installs carpet and/or floor coverings and vinyl tile.
Commissioning Agent	Agent who ensures proper installation and operation of technical building systems.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Communications / Telecommunications Installer	Worker who installs data/telephone and television cable and associated equipment and accessories.
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents.
Drywall/Ceiling Installer	Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.
Duct Cleaner	Worker who cleans air conveyance systems using compressed air tools and mechanical agitation devices to dislodge dirt and other contaminants from the ductwork and other HVAC components.
Electrician	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation and maintenance of elevators.
Engineering Designer	Professional licensed engineer who lays out HVAC, plumbing, electrical, structural or civil systems.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Equipment operator that operates the following, including but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines.
HVAC Building Automation Technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
HVAC Commercial A/C Technician	Worker who is capable of working on large commercial up to 3000 tons.
HVAC Light Commercial	Worker who is capable of working on small commercial up to 25 tons.
HVAC Duct Installer	Worker who installs ductwork. Assists with some equipment installation.

HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels.
HVAC Filter Technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons.
HVAC Refrigeration Technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing and installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work, including but not limited to, lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing and lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but is not limited to, operation of air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason, Bricklayer	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.
Painer/Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall covering, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers and associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineer	Worker who monitors the engineering documents as well as provide technical support regarding the engineering plans and specifications as desgined by the Professional Engineer. Worker is responsible for maintaining project status and reports.

Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.
Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Roofer	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings and curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems and fire protection equipment.
Terrazzo Worker	Craftsman who places and finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.
Test and Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports.
Infrared Technician	Worker who utilizes infared photography to determine location of thermal heat losses.
Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.

Specific Information Requested From All Proposal Submitters

Harford County Public Schools may make such investigations deemed necessary to determine the ability of the Offeror to furnish the necessary requirements described herein. The Offeror shall furnish, to Harford County Public Schools, all data and information requested in order to determine the Offerors ability to perform under this RFP. Harford County Public Schools reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror

fails to satisfy Harford County Public Schools that such Offeror is qualified to carry out the obligations of the contract.

The following is a checklist of required information:

#	**Item**	**Complete**
1	3 Original Technical Proposals, 8 flash drives (pg 6)	
2	2 Original Price Proposals, 2 flash drives (pg 6)	
3	HCPS Contract Agreement (pg 23)	
4	Supplier Qualification Worksheet (pg 38)	
5	Supplier Information (pg 41-48)	
6	Submission Signature Sheet (pg 49)	
7	HCPS Anti-Bribery – Debarment Attestation (pg 50)	
8	U.S. Communities Administration Agreement - Signed Unaltered (pg 53-65)	
9	MBE Attachment A (pg97-98)	
10	MBE Attachment B (pg 99)	
11	Cost Proposal Forms (pg 131)	
12	Cost Proposal Form for North Harford Middle School (pg 138)	
13	Signature Page (pg 144)	

Section 3- Evaluation and Selection Process

The evaluation criteria are set forth below and are intended to be the basis by which each proposal shall be evaluated. This is a two-step evaluation process. Technical Proposals and Price Proposals shall be submitted separately and labeled accordingly. Each proposal will be assigned an adjectival rating score as described below.

The Supervisor of Purchasing of Harford County Public Schools along with U.S. Communities has selected a committee of qualified personnel to review and evaluate proposals submitted (evaluation committee). The Supervisor of Purchasing will recommend the award of the contract as determined by the evaluation committee after taking into consideration all of the evaluation criteria. The Supervisor of Purchasing will award a contract only to the Offeror/s determined responsive and responsible, and representing the best value to Harford County Public Schools and Participating Agencies based on a final evaluation of both the technical and price proposals.

HCPS reserves the right to reject any and all proposals and/or to waive any minor informalities.

Harford County Public Schools reserves the right to terminate negotiation when, in its judgment, negotiations have reached an impasse. The successful Offeror will be required to execute a contract with Harford County Public Schools and the contract will include all of the provisions of this RFP, including conditions, attachments and addenda issued. Unsuccessful Offerors may request a debriefing meeting concerning the selection process. The debriefing will occur after contract award.

Evaluation Criteria Definitions:

A. Discussion: Oral or written communications including negotiations between the Harford County Public Schools and an Offeror that involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.

B. Clarification: Communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussion, clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in revision.

C. Deficiencies: Any defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the minimum requirements established in this solicitation. It may also include failure to provide information and questionable technical or management approaches.

D. Weakness: Aspect of or omission from an Offeror's proposal that includes ambiguities and conflicts within the proposal, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information that prevent the evaluators from knowing the intent of the proposal.

E. Strengths: Elements of the proposal that meet or exceed the outcomes identified and may provide additional benefits beyond what is specified.

Adjectival Ratings:

A. Outstanding (9-10): Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards.

B. Excellent (7-8): Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.

C. Acceptable (4-5-6): Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.

D. Marginal (1-2-3): Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses.

E. Unacceptable (0): Fails to meet minimum evaluation standards and the deficiencies and weaknesses are uncorrectable. Demonstrated a lack of understanding of requirements or omissions of major areas.

Section 4 – Proposal Format

Technical Proposal Format

Your Technical Proposal should be organized with tabs delineating the separation of sections. Your Technical Proposal should include all of the required items listed in the checklist on page 15.

Cost Proposal Criteria

The Offeror must submit the cost proposal, in the form of the Bid Form, in a separate sealed envelope, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fees.

All pricing submitted in the Bid Form must be inclusive of all fees and service/shipping charges.

When award is made, the successful Supplier shall furnish current catalogs and/or price lists which shall become a part of the contract. The Supplier's name and address shall appear on all catalogs and price lists. Where the price list shows more than one column of prices, Supplier shall clearly mark the column which represents the discounted pricing to Participating Public Agencies.

For evaluation purposes, Offeror must submit specific pricing for the Sample Price Scenarios outlined in Attachment 8. Pricing must be reflective of, and based on the pricing structure submitted on the Bid Form.

All prices are FOB destination.

Alternative Costing Method: If a project requires products and services that are not covered on the Bid Form or if a product or service is required that is more appropriate to be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the Contractor may use the alternative costing method as follows:

The Contractor will be required to:

Obtain three (3) written cost proposals from local providers:

- Use the most advantageous cost proposal;
- Apply the U.S. Communities discount as submitted on the Bid Form; and
- All products and services falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Supplier

Offeror shall be responsible for compliance with any federal, state or local prevailing wage laws.

Price/Discounts must remain firm and will include all charges that may be incurred in fulfilling requirements.

Invoices will be audited on a random basis along with the necessary supporting documentation. Billing errors will be promptly adjusted.

Section 5 – Harford County Schools Purchase Agreement

MASTER PURCHASE AGREEMENT:
By and Between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Ave.
Bel Air, MD 21014
and
_____
_____
_____

THIS MASTER PURCHASE AGREEMENT made and entered into this, ____ day of _____, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS" or "District"), and _____ , a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier")

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

A. **Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

B. Purchase Order. Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.

C. Term. The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.

D. Compensation. HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:

a. The price proposal set forth in the final RFP response and all related Amendments

E. Invoicing. Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.

F. Insurance. Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.

G. Termination of Contract. This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.

H. Notification. Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

I. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.

J. **Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.

K. **Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.

L. **Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXCUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by _____
Superintendent of Schools **Date**

by _____
Board of Education President **Date**

by _____
Supervisor of Purchasing **Date**

SUPPLIER:

by _____
General Manager **Date**

Section 6 – U.S. Communities Information

Master Agreement

Harford County Public Schools (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of HVAC Equipment, Installation, Services and Related Products and Services (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

Objectives

A. Provide and install a Chiller at the Harford County Public Schools, North
B. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

C. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

D. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

E. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

F. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

G. Provide Participating Public Agencies with environmentally responsible products and services.

U.S. Communities

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), and the United States Conference of Mayors (USCM) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL
City and County of Denver, CO
City of Chicago, IL
City of Houston, TX
City of Kansas City, MO
City of Los Angeles, CA
City of San Antonio, TX
City of Seattle, WA
Cobb County, GA
Denver Public Schools, CO
Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA
Great Valley School District, PA
Harford County Public Schools, MD
Hennepin County, MN
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
Nassau BOCES, NY
North Carolina State University, NC
Ocean City, NJ
Onondaga County, NY
Port of Portland, OR
Prince William County Schools, VA
Salem-Keizer School District, OR
San Diego Unified School District, CA
State of Iowa
The School District of Collier County, FL

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.8 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Harford County Public Schools is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Attachment 3.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Harford County Public Schools and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2014 purchased more than $168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.

- State Associations of Counties, Schools and Municipal Leagues.

- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.

- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public
Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies as well as Harford County Public Schools.

Harford County Public Schools reserves the right to award to one supplier for the specific North Harford Middle School chiller replacement, and another (or the same) supplier as the U.S. Communities national on-call supplier.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring

timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier

would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and

publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

U.S. Communities Administration Agreement Information

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Attachment 4) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
   YES____ NO____

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
   YES____ NO____

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
   YES____ NO____

D. Did your company have sales greater than $100 million last year in the United States?
   YES____ NO____

E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
   YES____ NO____

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
   YES____ NO____

G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
   YES____ NO____

H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
   YES____ NO____

I. Will your company commit to the following program implementation schedule?
   YES____ NO____

J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
   YES____ NO____

_____

Submitted by:

_____	_____
(Printed Name)	*(Signature)*
_____	_____
(Title)	*(Date)*

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	**One Week**
Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established	
2. Executed Legal Documents	**One Week**
U.S. Communities Admin Agreement Lead Public Agency Agreement signed	
3. Program Contact Requirements	**One Week**
Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	
4. Second Conference Call	**Two Weeks**
Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting	
5. Marketing Kick Off Call	**Two Weeks**
Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call	
6. Initial NAM & Staff Training Meetings	**Three Weeks**
Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	**Four Weeks**
Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	**Five Weeks**
Top 10 Local Contracts	

Review top U.S. Communities PPA's	
9. Web Development	
Initiate IT contact	**Two Weeks**
Initiate E-Commerce Conversation	**Two Weeks**
Product Upload to U.S. Communities site	**Five Weeks**
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	**Five Weeks**
Initial remote WebEx training for all sales - Coordinate with NAM	**Four Weeks**
Initiate contact with Advisory Board (AB) members	**Six Weeks**
Determine PM & Local Metro teams strategy sessions	**Six Weeks**

SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

Background

1. Provide a transmittal letter including the name of Offeror's company, address, telephone number, website address, primary contact person with email address.

2. Provide a detailed narrative that describes the strengths of the company and its understanding of the scope of work statement. Include a brief history and description of your company and a description of relevant past performance and experience with regards to contracts of similar scale, scope and complexity.

National Commitments

Offer shall provide a written narrative of its understanding and acceptance of the requirements in Supplier Qualifications on pages 28-33.

Company

1. Provide the total number and location of sales persons employed by your company in the United States.

   Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.

3. Provide the total number and location of service/installation technicians and engineering positions employed by your company in the United States.

4. Provide the company annual sales for 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	**2012 Sales**	**2013 Sales**	**2014 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Provide annual sales for 2012, 2013 and 2014 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	**2012 Sales**	**2013 Sales**	**2014 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

6. Provide a description of your company's relevant market and your position within it.

7. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

8. Provide a list with contact information of your company's ten largest public agency customers.

Distribution

1. Describe how your company proposes to distribute the Products and Services nationwide.

2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.

4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

5. Provide the number and location of support centers (if applicable).

6. Describe your company's customer service department staffing levels, hours of operation and other relevant details.

7. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

    a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

    b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's plan for marketing the Products and Services to state and local government agencies nationwide.

2. Explain how your company will educate its national sales force about the Master Agreement.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.

4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.

    a. $_____.00 will be transitioned in year one.
    b. $_____.00 will be transitioned in year two.
    c. $_____.00 will be transitioned in year three.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:

    a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Section 6, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;

    b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;

    c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.

2. Submit the resumes of the below personnel:

    a. The person your company proposes to serve as the National Accounts Manager,

    b. Each person that will be dedicated full time to U.S. Communities account management, and

    c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of products and services as appropriate for their needs.

1. Describe in detail the depth of product your company provides.

a. Provide a description of the Products, including all related components and parts to be provided by the major product category set forth in the General Definition of Products and/or Services in Section 2 of the RFP.

b. Provide catalog or brochure type information as applicable.

c. Provide a matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.

d. Provide all necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.

2. Describe in detail the depth of services your company provides.

a. Provide a detailed description of the Services, including training, start-up and commissioning services, installation, maintenance, turn-key services, repair services, rentals, leases, equipment upgrades and any other services provided by your company as set forth in the General Definition of Products and/or Services in Section 2 of the RFP.

b. Identify the manufacturer products/brands your company can service and support.

c. Stipulate the minimum work crew that will be made available at all times ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Contractor. East site work crew must have at least one journeyman assigned.

d. Describe how your company selects sub-contractors for service and/or installation and how you ensure customer satisfaction related to the sub-contractors.

e. Describe your company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.

f. Describe your company's process for delivering a comprehensive commission plan at least two weeks prior to start-up, including details of what will be covered in the plan.

g. Describe your company's scope of work for preventative maintenance work.

h. Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.

i. Describe your methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.

j. Describe your company's process for notifying a Participating Public Agency when personnel are going to be in a facility, your arrival and departure time and the work performed. How do you handle requirements for sign-off of work prior to leaving facility?

3. Describe your company's ability to provide temporary cooling/chiller units.

4. Describe any related products or services your company offers as outlined in Section 2 Scope of Work, General Definition of Products and Services.

5. Describe your company's record keeping system for work performed.

6. Describe your ability to provide online access to records.

7. State any options for expediting delivery of product.

8. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?

9. State restocking fees and procedures for returning products, if applicable.

10. Describe any special programs that your company offers that will improve customers' ability to access Products and Services, on-time delivery or other innovative strategies.

11. Describe the capacity of your company to broaden the scope of the contract and keep the product and service offerings current and ensure that latest products, standards and technology for HVAC Products, Installation, Services and Related Products and Services.

Quality

1. Describe your company's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.

2. Describe your company's quality control processes.

3. Describe your problem escalation process.

4. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

5. Describe your company's post-installation support and warranty specifics. Include both product and installation warranty information.

6. Describe the process for replacement or repair of defective products and warranty related issues.

7. Describe how your company evaluates and determines unit repair versus unit replacement.

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.

2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

3. Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.

4. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.

6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.

7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.

2. Describe your company's process for defining green products or sustainable processes.

3. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the two (2) most recent reporting periods in its proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

Attachment 1 - Signature Sheet, which must be completed and included in the Technical Proposal submission.

SUBMISSION SIGNATURE SHEET

I/We agree to provide the services in accordance with the accompanying specifications and all conditions, provisions, attachments and any addenda to this RFP.

Company	Authorized Representative (please print)
Address	Signature
Address, continued	Title
	Telephone Number
Federal Tax I.D. Number	E-Mail Address of Firm's Representative

Acknowledgement of Addenda

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

ATTACHMENT – 2 RFP NUMBER 15-JLP-023

HARFORD COUNTY PUBLIC SCHOOLS

Barbara Canavan, Superintendent 102 South Hickory Avenue, Bel Air, MD 21014

CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Name and Title of Authorized Agency/Organization Representative

_____ _____

Signature Date

_____

Agency/Organization

Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the state or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendre to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State *"none"* or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any._____

_____

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and where appropriate, to the Board of Public Works and the Attorney General under '16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with '16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ _____

Signature Witness

_____

Date

410.638.4080 Purchasing Agent: Jeffrey LaPorta

Attachment 3 – Master Intergovernmental Cooperative Purchasing Agreement (MICPA)

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ('Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness,

efficiency and economy of Participating Public Agencies procurement of Products and Services

5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

Attachment 4 – Administration Agreement

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use

by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and

every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency 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. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first $50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed $50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent

audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit up to the first $50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed $50,000.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	**Follow up with U.S. Communities**
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

(i) Agency Sales by Population/Enrollment Report
(ii) Hot Prospect Sales Report
(iii) New Lead Sales Report
(iv) State Comparison Sales Report
(v) Advisory Board Usage Report
(vi) Various Agency Type Comparison Reports
(vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities
2999 Oak Road, Suite 710
Walnut Creek, California 94597
Attn: Program Manager Administration

Supplier: _____
_____
_____
_____
Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

_____

By _____

Name: _____

Title: _____

SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template

TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

SALES REPORT DATA FORMAT

Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max	Depends on supplier account no.	
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no $ sign or commas

Agency Type Table

Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

Attachment 5 – State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI
Account Type: HI Counties, Cities, Colleges
Hawaii County
Honolulu County
Kauai County
Maui County
Kalawao County
Aiea
Anahola
Barbers Point N A S
Camp H M Smith
Captain Cook
Eleele
Ewa Beach
Fort Shafter
Haiku
Hakalau
Haleiwa
Hana
Hanalei
Hanamaulu
Hanapepe
Hauula
Hawaii National Park
Hawaiian Ocean View
Hawi
Hickam AFB
Hilo
Holualoa
Honaunau
Honokaa
Honolulu
Honomu
Hoolehua
Kaaawa
Kahuku
Kahului
Kailua
Kailua Kona
Kalaheo
Kalaupapa
Kamuela
Kaneohe
Kapaa
Kapaau
Kapolei
Kaumakani
Kaunakakai
Kawela Bay
Keaau
Kealakekua
Kealia

Keauhou
Kekaha
Kihei
Kilauea
Koloa
Kualapuu
Kula
Kunia
Kurtistown
Lahaina
Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Paauhau
Paauilo
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea
Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

State: HI

Account Type: K-12

Malama Honua Public Charter School
ST JOHN THE BAPTIST
Waimanalo Elementary and Intermediate School
Kailua High School
PACIFIC BUDDHIST ACADEMY
HAWAII TECHNOLOGY ACADEMY
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
MARYKNOLL SCHOOL
ISLAND SCHOOL
STATE OF HAWAII, DEPT. OF EDUCATION
KE KULA O S. M. KAMAKAU
KAMEHAMEHA SCHOOLS
HANAHAU`OLI SCHOOL
EMMANUAL LUTHERAN SCHOOL
School Lunch Program
Our Savior Lutheran School

Account Type: County

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Kauai County Council
Honolulu Fire Department
COUNTY OF MAUI

Account Type: Non-Profit **(68 records)**

Lanai Community Health Center
Maui High Band Booster Club
Naalehu Assembly of God
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School
Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIANAE COMMUNITY OUTREACH
NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
BUILDING INDUSTRY ASSOCIATION OF HAWAII
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
BISHOP MUSEUM
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
ASSOSIATION OF OWNERS OF KUKUI PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Hawaii Area Committee
READ TO ME INTERNATIONAL FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
West Maui Community Federal Credit Union

Hawaii Island Humane Society
Kama'aina Care Inc
International Archaeological Research Institute, Inc.
Community Empowerment Resources
Tutu and Me Traveling Preschool
First United Methodist Church
AOAO Royal Capitol Plaza
Kumpang Lanai
Child and Family Service
MARINE SURF WAIKIKI, INC.
Hawaii Health Connector
Hawaii Carpenters Market Recovery Program Fund
Puu Heleakala Community Association
Saint Louis School
Kailua Racquet Club, Ltd.
Homewise Inc.
Hawaii Baptist Academy
Kroc Center Hawaii
Kupu

Account Type: College and University

University of the Nations
ARGOSY UNIVERSITY
HAWAII PACIFIC UNIVERSITY
UNIVERSITY OF HAWAII AT MANOA
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
BRIGHAM YOUNG UNIVERSITY - HAWAII
University Clinical Research and Association
CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other

Hawaii Information Consortium
Leeward Community Church
E Malama In Keiki O Lanai
Keawala'i Congregational Church
Lanai Community Hospital
Angels at Play Preschool & Kindergarten
Queen Emma Gardens AOAO

Account Type: Community College

Honolulu Community College
COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency

DOT Airports Division Hilo International Airport
Judiciary - State of Hawaii
ADMIN. SERVICES OFFICE
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
HAWAII AGRICULTURE RESEARCH CENTER
STATE OF HAWAII
Third Judicial Circuit - State of Hawaii

Account Type: Consolidated City/County

CITY AND COUNTY OF HONOLULU
Lanai Youth Center

Account Type: Federal

US Navy
Defense Information System Agency

State: OR

Account Type: K-12

VALLEY CATHOLIC SCHL
CROOK COUNTY SCHOOL DISTRICT
CORBETT SCHL DIST #39
Bethel School District #52
St. Therese Parish/School
Portland YouthBuilders
Wallowa County ESD
Fern Ridge School District 28J
Knova Learning
New Horizon Christian School
MOLALLA RIVER ACADEMY
HIGH DESERT EDUCATION SERVICE DISTRICT
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL OREGON
NEAH-KAH-NIE DISTRICT NO.56
INTER MOUNTAIN ESD
STANFIELD SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT

CASCADE SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29
hillsboro school district
GASTON SCHOOL DISTRICT 511J
BEAVERTON SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT 29
WILLAMINA SCHOOL DISTRICT
MCMINNVILLE SCHOOL DISTRICT NO.40
Sheridan School District 48J
THE CATLIN GABEL SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN ACADEMY
OUR LADY OF THE LAKE SCHOOL
NYSSA SCHOOL DISTRICT NO. 26
ARLINGTON SCHOOL DISTRICT NO. 3
LIVINGSTONE ADVENTIST ACADEMY
Santiam Canyon SD 129J
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
HARNEY EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SILVER FALLS SCHOOL DISTRICT
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT.SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY
MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL
BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT

COOS BAY SCHOOL DISTRICT NO.9
COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
REDMOND SCHOOL DISTRICT
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS EDUCATION SERVICE DISTRICT
ROSEBURG PUBLIC SCHOOLS
GLIDE SCHOOL DISTRICT NO.12
SOUTH UMPQUA SCHOOL DISTRICT #19
YONCALLA SCHOOL DISTRICT NO.32
ELKTON SCHOOL DISTRICT NO.34
DOUGLAS COUNTY SCHOOL DISTRICT 116

HOOD RIVER COUNTY SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
CENTRAL POINT SCHOOL DISTRICT NO. 6
JACKSON CO SCHOOL DIST NO.9
ROGUE RIVER SCHOOL DISTRICT NO.35
MEDFORD SCHOOL DISTRICT 549C
CULVER SCHOOL DISTRICT NO.
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
GRANTS PASS SCHOOL DISTRICT 7
LOST RIVER JR/SR HIGH SCHOOL
KLAMATH FALLS CITY SCHOOLS
LANE COUNTY SCHOOL DISTRICT 4J
SPRINGFIELD SCHOOL DISTRICT NO.19
CRESWELL SCHOOL DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
LANE COUNTY SCHOOL DISTRICT 69
SIUSLAW SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
LINN CO. SCHOOL DIST. 95C - SCIO SD
ONTARIO MIDDLE SCHOOL
GERVAIS SCHOOL DIST. #1
NORTH SANTIAM SCHOOL DISTRICT 29J
JEFFERSON SCHOOL DISTRICT
SALEM-KEIZER PUBLIC SCHOOLS
MT. ANGEL SCHOOL DISTRICT NO.91
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MORROW COUNTY SCHOOL DISTRICT
MULTNOMAH EDUCATION SERVICE DISTRICT

GRESHAM-BARLOW SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO. 2
CENTRAL SCHOOL DISTRICT 13J
St. Mary Catholic School
CROSSROADS CHRISTIAN SCHOOL
ST. ANTHONY SCHOOL
HERITAGE CHRISTIAN SCHOOL
BEND-LA PINE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
LINCOLN COUNTY SCHOOL DISTRICT
PORTLAND PUBLIC SCHOOLS
REYNOLDS SCHOOL DISTRICT
CENTENNIAL SCHOOL DISTRICT
NOBEL LEARNING COMMUNITIES
St. Stephen's Academy
Salem-Keizer 24J
McKay High School
Pine Eagle Charter School
Waldo Middle School
hermiston school district
Clear Creek Middle School
Marist High School
Victory Academy
Vale School District No. 84
St. Mary School
Junction City High School
Three Rivers School District
Fern Ridge School District
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
Mosier Community School
Koreducators Lep High
Warrenton Hammond School District
Sutherlin School District
Malheur Elementary School District
Ontario School District
Parkrose School District 3
Riverdale School District 51J
Tillamook School District
Madeleine School
Union School District
Helix School District
Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
LUCKIAMUTE VALLEY CHARTER SCHOOLS
Deer Creek Elementary School
Yamhill Carlton School District
HARRISBURG SCHL DIST
CENTRAL CURRY SCHL DIST#1
BNAI BRITH CAMP
OREGON FOOD BANK
ABIQUA SCHL
Salem keizar school district

Athena Weston School District 29RJ
Imbler School District #11
monument school
St. Paul School District
St Paul Parish School
EagleRidge High School
Northwest Academy
Sunny Wolf Charter School
MCKENZIE SCHOOL DISTRICT 068
L'Etoiile French Immersion School
LA GRANDE SCHOOL DISTRICT 001
Marist Catholic High School
Elgin school dist.
PLEASANT HILL SCH DIST #1
Ukiah School District 80R
North Powder Charter School
French American School
Mastery Learning Institute
North Lake School District 14
Early College High School

Account Type: County

GILLIAM COUNTY OREGON
HOUSING AUTHORITY OF CLACKAMAS COUNTY

UMATILLA COUNTY, OREGON
MULTNOMAH LAW LIBRARY
clackamas county
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
coos county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
GILLIAM COUNTY
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
josephine county
klamath county
LANE COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MULTNOMAH COUNTY
SHERMAN COUNTY
WASCO COUNTY
YAMHILL COUNTY
WALLOWA COUNTY
ASSOCIATION OF OREGON COUNTIES
NAMI LANE COUNTY
BENTON COUNTY
DOUGLAS COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
POLK COUNTY
UNION COUNTY
WASHINGTON COUNTY
MORROW COUNTY
NORCOR Juvenile Detention
Tillamook County Estuary
Job Council
BAKER CNTY GOVT
TILLAMOOK CNTY
Wheeler County
Lane County Sheriff's Office
Clackamas County Juvenile Dept

Account Type: Non-Profit

Tamarack Aquatic Center
Seven Feathers Casino
St Paul Baptist Church
Long Tom Watershed Council
San Martin Deporres Catholic Church
Portland Parks Foundation
Cedar Hills Baptist Church
Unitarian Universalist Church in Eugene
Emmanuel Bible Church
Mt Emily Safe Center
Salem First Presbyterian Church
Rolling Hills Baptist Church
Baker Elks
Gates Community Church of Christ
PIP Corps LLC
Turtle Ridge Wildlife Center
Grande Ronde Model Watershed Foundation

Western Environmental Law Center
Mercy Flights, Inc.

HHoly Trinity Greek Orthodox Cathedral
MECOP Inc.
Beaverton Christians Church
Oregon Humanities
St. Pius X School
Community Connection of Northeast Oregon, Inc.
Living Opportunities, Inc.
Coos Art Museum
OETC
Blanchet House of Hospitality
Merchants Exchange of Portland, Oregon
Coalition for a Livable Future
Central Oregon Visitors Association
Soroptimist International of Gold Beach, OR
Real Life Christian Church
Delphian School
AVON
EPUD-Emerald People's Utility District
Human Solutions, Inc.
The Wallace Medical Concern
Boys & Girls Club of Salem, Marion & Polk Counties
The Ross Ragland Theater and Cultural Center

Cascade Health Solutions
Umpqua Community Health Center
ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION
TILLAMOOK ESTUARIES PARTNERSHIP
LIFEWORKS NW
COLLEGE HOUSING NORTHWEST
PARALYZED VETERANS OF AMERICA
Independent Development Enterprise Alliance

MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGLE CREEK SUSTAINABLE LIVING CENTER

PACIFIC INSTITUTES FOR RESEARCH
Mental Health for Children, Inc.

The Dreaming Zebra Foundation
LAUREL HILL CENTER
THE OREGON COMMUNITY FOUNDATION
OCHIN
WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL NETWORK

FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS ASSOCIATION
Coastal Family Health Center
CENTER FOR COMMUNITY CHANGE
STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOURSQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL FOUNDATION
The Blosser Center for Dyslexia Resources
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH

MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSUEM OF SCIENCE AND INDUSTRY

FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA

WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
Rose Villa
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
EDUCATION NORTHWEST
COMMUNITY ACTION TEAM, INC.

EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE

CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
MEALS ON WHEELS PEOPLE, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES

SERENITY LANE
EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
NEW HOPE COMMUNITY CHURCH

KLAMATH HOUSING AUTHORITY
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH
ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.

The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER

CENTRAL CITY CONCERN
CANBY FOURSQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER
BENTON HOSPICE SERVICE
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.

CASCADIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO
SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER

IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER
SECURITY FIRST CHILD DEVELOPMENT CENTER

CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
NEIGHBORIMPACT
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.

WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING, INC.

FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUISNG DEV CORP
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
SELF ENHANCEMENT INC.
FRIENDS OF THE CHILDREN

SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
COMMUNITY VETERINARY CENTER
PORTLAND SCHOOLS FOUNDATION
SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY ALLIANCE
BONNEVILLE ENVIRONMENTAL FOUNDATION

SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
SAINT ANDREW NATIVITY SCHOOL
BARLOW YOUTH FOOTBALL
SPOTLIGHT THEATRE OF PLEASANT HILL
FAMILIES FIRST OF GRANT COUNTY, INC.
TOUCHSTONE PARENT ORGANIZATION
CANCER CARE RESOURCES
CASCADIA REGION GREEN BUILDING COUNCIL

SHERMAN DEVELOPMENT LEAGUE, INC.
SCIENCEWORKS
WORD OF LIFE COMMUNITY CHURCH
SOCIAL VENTURE PARTNERS PORTLAND
OREGON PROGRESS FORUM
CENTER FOR RESEARCH TO PRACTICE
WESTERN RIVERS CONSERVANCY
UNITED WAY OF THE COLUMBIA WILLAMETTE

EUGENE BALLET COMPANY
EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT CENTER

North Pacific District of Foursquare Churches

CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Housing Development Center
Little Promises Chlildren's Program
UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION
OUTSIDE IN
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
ELAW
COMMUNITY HEALTH CENTER, INC
Greater Portland INC
Boys & Girls Club of Corvallis
Southeast Uplift Neighborhood Coalition
First United Presbyterian Church
PDX Wildlife
Jackson-Josephine 4-C Council
North Coast Family Fellowship
Childswork Learning Center
New Artists Performing Arts Productions, Inc.

Relief Nursery
Viking Sal Senior Center
Boys and Girls Club of the rogue valley
DrupalCon Inc., DBA Drupal Association
Albany Partnership for Housing and Community Development
Hermiston Christian Center & School
Dress for Success Oregon
Beaverton Rock Creek Foursquare Church
St Paul Catholic Church
St Mary's Catholic School and Parish
Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
House of Prayer for All Nations
Sacred Heart Catholic Church
African American Health Coaliton, Inc.
Happy Canyon Company
Village Home Education Resource Center
Monet's Children's Circle
Cascade Housing Association
Dayspring Fellowship
Northwest Habitat Institute

Winding Waters Medical Clinic
First Baptist Church
The Nature Conservancy, Willamette Valley Field Office
Serenity Lane Health Services
Portland Community Reinvestment Initiatives, Inc.
GeerCrest Farm & Historical Society
College United Methodist Church
NEDCO
Salem Evangelical Church
Daystar Education, Inc.
Oregon Social Learning Center
Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors
FIRST CHRISTIAN CHURCH
Pacific Classical Ballet
Depaul Industries
African American Health Coalition
Jesus Prayer Book
Coalition Of Community Health
River Network
CCI Enterprises Inc
Oregon Nurses Association
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE
Mount Angel Abbey
YMCA OF ASHLAND
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES
Multnomah Law Library
Friends Of Tryon Creek State P
Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint Johns Catholich Church
Access Inc
Community Learning Center
Old Mill Center for Children and Families
Sunny Oaks Inc
Hospice Center Bend La Pine
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
Mid Columbia Childrens Council
HUMANE SOCIETY OF REDMOND
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN'S MUSEUM 2ND
Solid Rock
West Chehalem Friends Church
Guide Dogs For The Blind
Aldersgate Camps and Retreats
St. Katherine's Catholic Church
The Alliance NW of the Christian & Missionary Alliance
Bags of Love
Grand View Baptist Church
Green Electronics Council
Scottish Rite
Western Wood Products Association
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER

HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN
FAIR SHARE RESEARCH AND EDUCATION FUND

Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA
First Baptist Church of Enterprise
The Canby Center
Instituto de Cultura y Arte In Xochitl In Cuicatl

OSLC COMMUNITY PROGRAMS OCP
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The Spiral Gallery
The ALS Association Oregon and SW Washington Chapter
Children's Relief Nursery
Home Builders
World of Speed
Energy Trust of Oregon
Oregon Psychoanalytic Center
Store to Door
Depaul Industries
North Coast Christian Church
Union County Economic Development Corp.
Camelto Theatre Company
Camp Fire Columbia
TAKE III OUTREACH
Rolling Hills Community Church
Summa Institute
Amani Center
Billy Webb Elks lodge #1050
Sandy Seventh-day Adventist Church
Muddy Creek Charter School
A FAMILY FOR EVERY CHILD
1000 FRIENDS OF OREGON
NONPROFIT ASSOCIATION OF OREGON
FAMILY CARE INC
MEDICAL TEAMS INTL
Clean Slate Canine Rescue & Rehabilitation
St. Martins Episcopal church
Food for Lane County
columbia gorge discovery center and museum

NAMI of Washington County
The Dalles Art Association
Temple Beth Israel
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon
Rose Haven
Sexual Assault Support Services
Rural Development Initiatives
YMCA of Marion and Polk Counties
Faith Christian Fellowship
Fund For Christian Charity
Deer Meadow Assisted Living
Umpqua Basin Water Association
The Church of Christ of Latter Day Saints
300 Main Inc
Southwestern Oregon Public Defender Services, Inc.
Albertina Kerr Centers
Dufur Christian Church
St. Matthew Catholic School
Serendipity Center Inc
Northwest Family Services
Network Charter School
Ride Connecton
Parenting Now!
USO Northwest
Norkenzie Christian Church
Center for Family Development
West Salem Foursquare Church
Mount Pisgah Arboretum
Lower Columbia Estuary Partnership
Oasis Shelter Home
Nehalem Bay House
p:ear
Health Share of Oregon
St. Peter Catholic Church
Mid Willamette Valley Community Action
A Hope For Autism Foundation
Breast Friends
SEPTL Southeast Portland Tool Library
National Christian Community Foundation
Legal Aid Services of Oregon LITC
Willamette Valley Babe Ruth

Center For Continuous Improvement
SEIU Local 49
Emerald Media Group
Trillium Sprigs
Youth Dynamics
Ashland Art Center
Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotrust
SPECIAL MOBILITY SERVICES
Historical Outreach Foundation
Teras Interventions and Counseling Inc
Salem Area Chamber of Commerce
First Congregational Chrch
OREGON STATE FAIR
Ronald McDonald House Charities of Oregon & Southwest Washington
Center for Human Development
Bridges to Change
DePaul Treatment Centers, Inc.
Mission Increase Foundation
Curry Public Transit Inc
THREE RIVERS CASINO
Brookings Harbor Christian School
Yamhill Community Care Organization
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
KIDS INTERVENTION AND DIAGNOSTIC CENTER

Portland Yacht Club
League of Women Voters
United Way of Lane County
Unithed Way
Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Kilchis House
Calvary Assembly of God
Grace Lutheran School
Western Mennonite School
OEA CHOICE TRUST
American Tinnitus Association
Oregon Coast Aquarium, Inc.
Unitus Community Credit Union
St John the Baptist Greek Orthodox Church
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON
Oregon Rural Electric Cooperative Association

THE MILL CASINO

Account Type: College and University

Oregon State University
Treasure Valley Community College
Unviersity of Oregon
OREGON UNIVERSITY SYSTEM
WESTERN STATES CHIROPRACTIC COLLEGE
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE
NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
BLUE MOUNTAIN COMMUNITY COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
OREGON HEALTH AND SCIENCE UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY
pacific u
UNIVERSITY OF OREGON
CONCORDIA UNIV
Marylhurst University
Corban College
Portland Actors Conservatory
University Of Oregon Athletics Department
Ecola Bible School
Beta Omega Alumnae
Oregon Institute of Technology
EASTERN OREGON UNIVERSITY

Account Type: Other

Clackamas River Water Providers
eickhoff dev co inc
The Klamath Tribe
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER OF COMMERCE
LANE ELECTRIC COOPERATIVE
USAGENCIES CREDIT UNION
DOUGLAS ELECTRIC COOPERATIVE, INC.
ROGUE FEDERAL CREDIT UNION
PACIFIC CASCADE FEDERAL CREDIT UNION
LOCAL GOVERNMENT PERSONNEL INSTITUTE

GRANTS PASS MANAGEMENT SERVICES, DBA

SPIRIT WIRELESS
Kartini Clinic
OFFICE OF PUBLIC DEFENSE SERVICES
Clatskanie People's Utility District
Ricoh USA
Heartfelt Obstetrics & Gynecology
Coquille Economic Development Corporation

Cintas
CITY/COUNTY INSURANCE SERVICE
COMMUNITY CYCLING CENTER
Shangri La
Portland Impact
Eagle Fern Camp
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
Pgma/Cathie Bourne
Sunrise Water
Burns Paiute Tribe
Oregon Public Broadcasting
La Grande Family Practice
SELCO Community Credit Union
Sphere MD
sunrise water authority
OREGON JUDICIAL DEPARTMENT
Confederated Tribes of Warm Springs
Halsey-Shedd Fire District
Nez Perce Tribe
Obsidian Urgent Care, P.C.
First Presbyterian Church of La Grande
CONFLUENCE ENVIRONMENTAL CENTE
A&I Benefit Plan Administrators, Inc.
crescent grove cemetery

Account Type: City Special District

Molalla Rural Fire Protection District
MONMOUTH - INDEPENDENCE NETWORK
MALIN COMMUNITY PARK AND RECREATION DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT
GLADSTONE POLICE DEPARTMENT
GOLD BEACH POLICE DEPARTMENT
THE NEWPORT PARK AND RECREATION CENTER
RIVERGROVE WATER DISTRICT
WEST VALLEY HOUSING AUTHORITY
TUALATIN VALLEY FIRE & RESCUE
GASTON RURAL FIRE DEPARTMENT
CITY COUNTY INSURANCE SERVICES
METRO
SUNSET EMPIRE PARK AND RECREATION
SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Netarts Water District
City of Nehalem
Boardman Rural Fire Protection District

Account Type: Independent Special District

Silverton Fire District
Lewis and Clark Rural Fire Protection District

Rainbow Water District
Illinois Valley Fire District
PORT OF TILLAMOOK BAY
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
METROPOLITAN EXPOSITION-RECREATION COMMISSION

REGIONAL AUTOMATED INFORMATION NETWORK
OAK LODGE WATER DISTRICT
THE PORT OF PORTLAND
WILLAMALANE PARK AND RECREATION DISTRICT
TUALATIN VALLEY WATER DISTRICT
UNION SOIL & WATER CONSERVATION DISTRICT
LANE EDUCATION SERVICE DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
PORT OF SIUSLAW
CHEHALEM PARK AND RECREATION DISTRICT

PORT OF ST HELENS
LANE TRANSIT DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
HOODLAND FIRE DISTRICT NO.74
MID COLUMBIA COUNCIL OF GOVERNMENTS

WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
Banks Fire District #13
KLAMATH COUNTY 9-1-1
GLENDALE RURAL FIRE DISTRICT
COLUMBIA 911 COMMUNICATIONS DISTRICT

CLACKAMAS RIVER WATER
NW POWER POOL
Lowell Rural Fire Protection District
TriMet Transit
Estacada Rural Fire District
Keizer Fire District
State Accident Insurance Fund Corporation
Bend Metro Park & Recreation District
Port of Hood River
La Pine Park & Recreation District
Siuslaw Public Library District
Columbia River Fire & Rescue
Fern Ridge Library District
Seal Rock Water District
Rockwood Water P.U.D.
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation

Account Type: City

City of Monmouth / Public Works
McMinnville Police Department
Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS
Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO
EUGENE WATER & ELECTRIC BOARD
LEAGUE OF OREGON CITIES
CITY OF SANDY
CITY OF ASTORIA OREGON
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT

CITY OF CLATSKANIE
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF CRESWELL
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF HALSEY

CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SILVERTON
CITY OF STAYTON
City of Troutdale
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WOODBURN
CITY OF TIGARD, OREGON
CITY OF AUMSVILLE
CITY OF PORT ORFORD
CITY OF EAGLE POINT
CITY OF WOOD VILLAGE
St. Helens, City of
CITY OF WINSTON
CITY OF COBURG
CITY OF NORTH PLAINS
CITY OF GERVAIS
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
PORTLAND DEVELOPMENT COMMISSION
CITY OF CANNON BEACH OR
CITY OF ST. PAUL
CITY OF ADAIR VILLAGE
CITY OF WILSONVILLE
CITY OF HAPPY VALLEY
CITY OF SHADY COVE
CITY OF LAKESIDE
CITY OF MILLERSBURG
CITY OF GATES
KEIZER POLICE DEPARTMENT
CITY OF DUNDEE
CITY OF AURORA
THE CITY OF NEWPORT
CITY OF ALBANY
CITY OF ASHLAND
CITY OF LEBANON
CITY OF PORTLAND
CITY OF SALEM
CITY OF SPRINGFIELD
CITY OF BURNS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF FALLS CITY
CITY OF PHOENIX
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF SHERWOOD
City of junction city
City of Florence
City of Dayton
City of Monmouth
City of Philomath
City of Sheridan
Seaside Public Library
City of Yoncalla
La Grande Police Department
Cove City Hall
NW PORTLAND INDIAN HEALTH BOARD
Portland Patrol Services
City Of Bend
City Of Coquille
City Of Molalla
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT
City of St. Helens
City of North Powder
City of Cornelius, OR
Toledo Police Department
City of Independence
City of Baker City
McMinnville Water & Light
City of Pendleton Parks & Recreation
CITY OF SWEETHOME
CITY OF THE DALLES
CLACKAMAS FIRE DIST#1
DESCHUTES PUBLIC LIBRARY

City of Ontario
City of Corvallis Parks and Recreation
North Lincoln Fire & Rescue #1
City of Harrisburg
Gladstone Public Library
Seaside Fire & Rescue
City of Union
City of Richland
CITY OF LINCOLN CITY
City of Donald
City of Milton-Freewater
CITY OF SCIO
City of Forest Grove
City Govrnment
City of Mt. Angel
Albany Police Department

Account Type: County Special District

Umatilla Electric Cooperative
WATER ENVIRONMENT SERVICES
Netarts-Oceanside RFPD
UIUC
Rogue River Fire District
Aurora Rural FIre District
Tillamook County Emergency Communications District
Southern Coos Hospital
Oregon Cascades West Council of Governments
MULTONAH COUNTY DRAINAGE DISTRICT #1

PORT OF BANDON
OR INT'L PORT OF COOS BAY
MID-COLUMBIA CENTER FOR LIVING
DESCHUTES COUNTY RFPD NO.2
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
PACIFIC STATES MARINE FISHERIES COMMISSION
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
CENTRAL OREGON IRRIGATION DISTRICT
MARION COUNTY FIRE DISTRCT #1
COLUMBIA RIVER PUD
SANDY FIRE DISTRICT NO. 72
BAY AREA HOSPITAL DISTRICT
NEAH KAH NIE WATER DISTRICT
PORT OF UMPQUA
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Benton Soil & Water Conservation District
DESCHUTES PUBLIC LIBRARY SYSTEM
North Douglas County Fire & EMS
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue

Account Type: Community College

CENTRAL OREGON COMMUNITY COLLEGE
LANE COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
LINN-BENTON COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
PORTLAND COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE DISTRICT
Oregon Coast Community College
Clatsop Community College
North Portland Bible College

Account Type: State Agency

Oregon Forest Resources Institute
Office of the Ong Term Care Ombudsman
Oregon State Lottery
OREGON TOURISM COMMISSION
OREGON STATE POLICE
OFFICE OF THE STATE TREASURER
OREGON DEPT. OF EDUCATION
SEIU LOCAL 503, OPEU
OREGON DEPARTMENT OF FORESTRY
OREGON STATE DEPT OF CORRECTIONS
OREGON CHILD DEVELOPMENT COALITION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING

BOARD OF MEDICAL EXAMINERS
OREGON LOTTERY
OREGON BOARD OF ARCHITECTS
SANTIAM CANYON COMMUNICATION CENTER

OREGON DEPT OF TRANSPORTATION
OREGON TRAVEL INFORMATION COUNCIL
OREGON DEPARTMENT OF EDUCATION
OREGON DEPT. OF CORRECTIONS
DEPARTMENT OF ADMINISTRATIVE SERVICES

Oregon Tradeswomen
Oregon Convention Center
OREGON SCHL BRDS ASSOCIAT
CARE OREGON
Central Oregon Home Health and Hos
Oregon Health Care Quality Cor
OREGON DEPARTMENT OF HUMAN SERVICES

Training & Employment
BIENESTAR, INC.
State of Oregon - Department of Administrative Services
Aging and People with Disabilities
Procurement Services/DAS
STATE OF OREGON

City of Astoria Fire Department
Columbia Gorge ESD

Account Type: Consolidated City/County

City of Carlton
City of Pendleton Convention Center

Account Type: Federal

US FISH AND WILDLIFE SERVICE
Bonneville Power Administration
Oregon Army National Guard
USDA Forest Service
Yellowhawk Tribal Health Center
ANGELL JOB CORPS

Account Type: Housing Authority

Coquille Indian Housing Authority
HOUSING AUTHORITY OF PORTLAND
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
MARION COUNTY HOUSING AUTHORITY
HOUSING AUTHORITY OF THE CITY OF SALEM

Housing Authority of Yamhill County
The Housing Authority of the County of Umatilla

Attachment 6 – FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), District is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), District may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. 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 ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the District and be disposed of in accordance with District policy. The District, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as District deems necessary, Contractor shall permit District, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or District makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Attachment 7 – Community Development Block Grant Addendum

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Attachment 8 – Price Scenarios

Price Scenario and Project Summary:

No.	Product and/or Service	Location
Project To Be Completed		
1	Chiller-Actual supply and installation	North Harford Middle School, Pylesville, MD
Scenario's For Pricing		
2	Provide packaged rooftop air conditioner and installation	Chicago, IL, city limits
3	Provide indoor air handling unit	Buffalo, NY, metro area
4	Provide air cooled scroll chiller, installation and maintenance for two (2) years	Jacksonville, FL, metro area
5	Provide centrifugal water chiller, installation and maintenance for two (2) years	Dallas, TX, metro area
6	Provide Unit ventilator and installation	Los Angeles, CA, city limits

Pricing Project # 1

North Harford Middle School Chiller Replacement
Harford County Public Schools

1.1 GENERAL:

a. This technical specification is for the installation of two (2) air-cooled, 280 nominal tons, rotary screw chillers for North Harford Middle School.

b. The contractor shall include all cost associated with coordinating the installation including the various sub-contractors, shipping, taxes, warrantee, start-up and training.

c. The contractor is responsible for securing all required permits, and furnishing all the engineering, drawings, calculations, etc. as required by the local and county building and inspection authorities.

d. The contractor is responsible for furnishing all the engineering submittals, drawings, calculations, HVAC load modeling as required by the local electrical utility for Delmarva Power's C & I Energy Savers rebate program.

PART 2 - PRODUCTS

2.1 AIR-COOLED SCREW COMPRESSOR CHILLER

A. General: Section includes design, performance criteria, refrigerants, controls, and installation requirements for air-cooled semi hermetic rotary screw compressor chiller. The successful Contractor shall coordinate, receive, store, rig, and install the chiller per the manufacturer's recommendations. The Contractor shall also coordinate with the chiller manufacturer for the start-up, and training as part of the chiller replacement project.

1. References: Comply with applicable Standards/Codes of ARI 550/590, ANSI/ASHRAE 15, ETL, cETL, NEC, and OSHA as adopted by the State. Units shall meet the minimum efficiency standards of ASHRAE Standard 90.1-2010 or the latest adopted version, and other applicable codes adopted by Harford County and/or the State.

2. Submittals: Submit shop drawings and product data with the Bid (2 Copies) in accordance with the specifications. Submittals shall include the following:
   a. Dimensioned plan and elevation view drawings, required clearances, and location of all field connections.
   b. Summary shall indicate quality and quantity of each required utility – water and electricity.
   c. Single-line schematic drawing of the field power hook-up requirements, indicating all items that are furnished.
   d. Schematic diagram of control system indicating points for field interface/connection. Diagram shall fully delineate field and factory wiring.
   f. Certification of factory-run test of chiller unit signed by company officer.
   g. Sound Power and Sound Pressure Level Data in decibels
   h. BACnet Testing Lab (BTL) Certification or BACnet Protocol Implementation Conformance Statement.

4. Quality Assurance:
   a. Qualifications: Equipment manufacturer must specialize in the manufacture of the products specified and have minimum five years experience with the type of equipment and refrigerant offered.
   b. Regulatory Requirements: Comply with the codes and standards specified herein:
      AHRI 550/590
      AHRI 70 – Sound Rating
      ANSI/ASHRAE – 15 Safety Code for Mechanical Refrigeration
      ANSI/NFPA – 70 National Electric Code
      ASHRAE 90.1 – 2010 or latest adopted version
      ASME Section VIII Boiler and pressure vessel code

OSHA

c. Chiller manufacturer's plant must be ISO 9001 Registered.

5. Delivery Date/Project Address: The chiller shall be delivered to the project site around mid to late October 2015 after the end of the cooling season. Delivery dates shall be coordinated with HCPS and North Harford Middle School. The address is North Harford Middle School, 112 Pylesville Rd, Pylesville, MD 21132.

6. Substantial Completion and Start-up: The project shall be substantially complete by April 1, 2016, and ready for start-up around April 15, 2016 based on cooling weather requirements.

7. Existing Site Conditions: Contractors are required to visit the project site to review the existing conditions, chilled water piping lay out, and electrical equipment requirements and connections. The existing chiller enclosure dimensions are approximately 41' long x 34'-4" wide, wall height is 10'-6". The two existing chiller pads are approximately 31' L x 9'-6" W and 6' apart side by side. The Contractor is responsible for field verifying all dimensions for the equipment layout.

8. Delivery and Handling: Chillers shall be delivered to the job site or the mechanical contractor's yard completely assembled and charged with refrigerant and oil by the manufacturer. Comply with the manufacturer's instructions for rigging and handling equipment. Provide protective coverings for all components that could be damaged during shipping. All open ended piping shall be fitted with plastic or equivalent enclosures.

9. Warranty: The refrigeration equipment manufacturer's warranty shall be for a period of one (1) year from date of chiller start up. The contractor shall provide an additional extended warranty for one year. The warranty shall provide for repair or replacement due to failure by material and workmanship that prove defective within the 2 year period, including refrigerant, parts, and labor. The compressor(s) parts shall be warranted for a minimum of five (5) years.

10. Maintenance: Maintenance of the chillers shall be the responsibility of the contractor and performed in accordance with the Manufacturer's instructions during the two year warrantee period. During the first cooling season the contractor/manufacturer shall perform two on-site inspections and furnish HCPS a report describing the condition of the major components of the chiller, with any issues to be addressed and recommended corrective actions. Site visits shall be coordinated with HCPS Facilities Management.

B. Products

1. Acceptable Manufacturers:
The selection is based on Daikin Applied Model AWS 280 CDH VFD (basis of design), JCI/York International YVAA, Trane RTAE or Carrier 30XA will be acceptable as long as the selection of the chiller by the contractor/manufacturer meets the performance requirements , physical requirements, electrical and mechanical requirements specified herein.

2. Unit Description: Furnish, install and commission two (2) factory-charged air-cooled semi hermetic screw compressor packaged chillers as specified. The chiller shall consist of compressor sets (two or three compressors), VFD for each compressor, direct expansion evaporator, air-cooled condenser section, R-134A refrigerant, microprocessor-based control system and all components necessary for controlled unit operation. Each chiller shall be factory run-tested with water to verify operation. Operating controls and refrigerant charge shall be checked for proper operation and optimum performance. Any deviation shall be remedied prior to shipment and the unit retested, if necessary, to confirm repairs or adjustments. Provide certification of factory run tests signed by company officer.

3. Design Requirements:

a. General: Provide a complete screw compressor packaged chiller as specified herein. The unit shall be in accordance with the standards referenced in Section 2.1.A.1 and any local codes in effect.

b. Performance: EER at full load minimum = 10.2, IPLV Minimum= 15.5. The chiller shall be capable of stable operation to a minimum of 20 percent of full load without hot gas bypass. Performance shall be in accordance with AHRI Standard 550/590.

c. Acoustics: Sound power levels for the unit shall not exceed A-weighted rating of 101 dBA and sound pressure levels shall not exceed A-weighted rating of 73 dBA . Provide both sound pressure and sound power data in decibels as per the table below. Test shall be in accordance with AHRI Standard 370.

Sound Data	Total dBA	for octave-band center frequencies (Hz)							
		63	125	250	500	1k	2k	4k	8k
Chiller									

Manufacturer shall provide compressor blankets and low noise condenser fans to meet the noise requirements if required.

d. Design Chilled water supply temperature @ 525 gpm, LWT=42 degrees F, EWT: 55 degrees F based on 95 degrees ambient air. 260 tons net per chiller.

e. Max. Pressure drop through evaporator shall be 34 ft. Chilled water pump selection will be affected if pressure drop exceeds 34 ft. Contractor is responsible for proper pump selection and all related changes to accommodate higher pressure drops.

4. Chiller Components:

a. Compressors: The compressors shall be sealed semi-hermetic, rotary screw type. Compressors shall be furnished with vibration isolation pads Compressor Motors shall be high torque, two pole semi-hermetic, squirrel cage induction type with inherent thermal protection on all three phases and cooled by suction gas. Design working pressure of compressor shall be a minimum of 350 psig. Each compressor shall be equipped with a VFD to provide compressor speed control as a function of the cooling load. The VFD shall provide for controlled motor acceleration and deceleration as well as protection against electronic thermal overload, over/under current, stalled motor, phase loss, current imbalance. The VFD shall provide a minimum 94 % power factor at all load points or alternatively be furnished with power factor correction capacitors. VFDs shall be equipped with EMI filters to combat harmonics.

b. Evaporator: The evaporator shall be direct expansion, high efficiency counter-flow heat transfer type with water flowing in the baffled shell side and refrigerant flowing through the tubes and low pressure drops. The evaporator shall have a carbon steel shell and seamless high efficiency copper tubes rolled into a carbon steel tube sheet. The top and bottom of the evaporator shall have 3/8-inch (10 mm) vent and drain plugs. The evaporator shall have an electric resistance immersion heater and be insulated with 1 1/2-inch (38 mm) thick flexible elastomeric cellular sheet insulation and have a K factor of at least 0.26 at 75 deg F (23 deg C), protecting against water freeze-to ambient air temperatures of -20 deg F (-29 deg C). A fluid thermostat shall control the heater. The water side working pressure shall be minimum150 psig, refrigerant side working pressure shall be a minimum 235 psig. Each evaporator shall be designed, constructed, inspected, and stamped according to the requirements of the ASME Section VIII Boiler and Pressure Vessel Code. Contractor to verify left hand or right hand, front and rear piping connections on the evaporator with respect to the existing chilled water piping. Contractor is responsible for all required new chilled water piping to make the necessary connections. New chilled water piping to match the existing chilled water black steel piping, diameter and thickness. Pipe insulation/thickness for chilled water piping to match existing and suitable for exterior installation. Existing butterfly shut off valves may be reused if suitable.

c. Condenser: The condenser coils shall consist of 3/8 inch (10mm) seamless copper tubes mechanically bonded into aluminum plate-type fins. The fins shall have full drawn collars to completely cover the tubes. A sub-cooling coil shall be an integral part of the main condenser coil. Coils shall be designed for minimum 350 psig working pressure. Condenser fans shall be single piece molded composite material to provide low noise levels, arranged for vertical air discharge and individually driven by direct-drive fan motors. They shall be equipped with a heavy-gauge PVC

coated fan guard. Fan motors shall be TEAO, three-phase, direct-drive, 850 rpm. Each fan section shall be partitioned to avoid cross circulation.

d. Refrigerant Circuit: Each of the refrigerant circuits shall be independent of each other, with at least one compressor per circuit, include a replaceable refrigerant filter-drier, sight glass with moisture indicator, liquid line shutoff valve (no exceptions), electronic expansion valve, and insulated suction line shutoff valve.

e. Power and Electrical requirements: Provide single point power connection to the chiller, 3 PH/4W/460 V.

e. Construction: Unit casing and all structural members and rails shall be fabricated of steel and painted to meet ASTM B117, 500-hour salt spray test. Provide protective and decorative louvers for upper section of the unit, covering the coils and unit end. Provide neoprene in shear vibration isolation pads for field installation.

f. Control System: A NEMA Type 3A weatherproof control panel shall contain the field power connection points, control interlock terminals, and unit control system. Hinged access doors shall be lockable. Barrier panels are required to protect against accidental contact with line voltage when accessing the control system. Power and starting components shall include factory circuit breaker of fan motors and control circuit, individual contactors for each fan motor, solid-state compressor three-phase motor overload protection, inherent fan motor overload protection and unit power blocks for connection to remote, contractor-supplied, disconnect switches. Provide single-point connection to a non-fused disconnect switch. A 10.0 amp 115 V convenience outlet shall be mounted inside the control panel.

g. An advanced DDC microprocessor unit controller with a 4-line by 20-character liquid crystal display provides the operating and protection functions. The controller shall take pre-emptive limiting action in case of high discharge pressure or low evaporator pressure, loss of water flow, loss of refrigerant and freeze protection, phase loss and voltage protection. The controller shall contain the following features as a minimum:

1) The following features and functions shall be included:

a) A multi- key input pad conveniently mounted on the unit controller. Default language and units of measure shall be English and I-P respectively. Messages shall be in plain English. Coded messages, LED indicators and LED displays are not acceptable.

b) Separate control section and password protection for critical parameters.

c) Remote reset of chilled water temperature using a 4-20mA signal or BACnet interface.

d) Soft-load operation, protecting the compressor by preventing full-load operation during the initial chilled fluid pull-down period.

e) BAS communication flexibility through modular plug-in BACnet. MS/TP Master (Clause 9) to integrate with the Johnson Controls Energy Management System.

f) Non-volatile program memory allowing auto-restart after a power failure.

g) Recording of safety shutdowns, including date-and-time stamp, system temperatures and pressures. A minimum of six previous occurrences shall be maintained in a revolving memory.

h) Start-to-start and stop-to-start cycle timers, providing minimum compressor off time while maximizing motor protection.

i) Lead-lag compressor staging for part-load operation by manual selection or automatically by circuit run hours.

j) Discharge pressure control through intelligent cycling of condenser fans to maximize efficiency.

k) Pro-active compressor unloading when selected operating parameters exceed design settings, such as high discharge pressure or low evaporator pressure.

l) Diagnostic monitoring of unit operation, providing a pre-alarm signal in advance of a potential shutdown, allowing time for corrective action.

5. Building Automation System (BAS) Interface

Factory mounted DDC controller(s) shall support operation on a BACnet® network to integrate with the Johnson Controls Energy Management System BACnet MS/TP master (Clause 9). The information communicated between the BAS and the factory-mounted unit controllers shall include the reading

and writing of data to allow unit monitoring, control and alarm notification as specified.

All communication shall be via standard BACnet objects. Proprietary BACnet objects shall not be allowed. BACnet communications shall conform to the BACnet protocol (ANSI/ASHRAE 135). A BACnet Protocol Implementation Conformance Statement (PICS) shall be provided along with the unit submittal.

. 6. Options and Accessories: The following options are to be included:

a.. Ground fault protection.
b. Factory-mounted thermal flow switch.
c. Elastomeric isolators

C. Installation

1. Install in strict accordance with manufacturer's requirements, shop drawings, and contract documents.
2. Adjust and level chillers in alignment on existing chiller pads. Verify existing chilled water pipe sizing, and connection/header locations for new chillers. Coordinate chillers physical size/location with the existing chiller enclosure.
3. Coordinate electrical installation with electrical contractor. Verify electrical power requirements, wire/conduit and overcurrent protection sizes.
4. Coordinate existing controls with controls contractor.
5. Install a cleanable, field-supplied 20 (0.125") mesh Y type 304 SS strainer with a blow down valve in the chilled water line at the evaporator inlet to remove debris and other impurities before they get to the evaporator during initial system fill.
6. Field installed pressure and temperature gauges on supply and return chilled water lines.
7. Care shall be exercised when welding pipe or flanges to the evaporator to prevent any slag from entering the vessel. Provide all appurtenances required to insure a fully operational and functional chiller.

D. Start-Up

1. Provide Factory authorized testing and starting of machine, and instruct the Owner (4 hours minimum) in its proper operation and maintenance. Coordinate start up/instruction with HCPS Facilities Management.

END OF NHMS SPECIFICATIONS

MBE requirements apply only to the Harford County Public Schools North Harford Middle School Chiller project.

The Overall certified MBE subcontract participation goal is 8%.
The subgoals are 0%.

MBE instructions and required documents are on the following pages.

MINORITY BUSINESS ENTERPRISE PROCEDURES

FOR

PUBLIC SCHOOL CONTRUCTION PROJECTS

HARFORD COUNTY PUBLIC SCHOOLS

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR PUBLIC SCHOOL CONTRUCTION PROJECTS

1.0 IMPLEMENTING PROCEDURES – OVER $50,000

For construction projects estimated to cost in excess of $50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:

    a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."

    b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of ___ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."

    c. If subgoals have been established for this project then one of the following should be included:

        1) "The subgoals established for this project are ___ percent from African American-owned businesses and 0 percent from ~~woman~~ Asian American-owned businesses."
        2) "The subgoal established for this project is ___ percent from African American-owned businesses."
        3) "The subgoal established for this project is ___ percent from ~~woman~~ Asian American-owned businesses."

2.0 ALL SOLICITATION DOCUMENTS SHALL INCLUDE THE FOLLOWING:

1. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment A – Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B – MBE Participation Schedule. These two attachments must be accurate and consistent with each other.

    a. Attachment A and Attachment B shall be submitted with the sealed bid price or proposal at a place, date and time specified in the solicitation document. Refer back to the General Terms and Conditions, section 41.0 Minority Business Enterprise Participation. Omitting these attachments will result a bid to be deemed non-responsive.

CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

***NOTE: You must include this document with your bid or offer*. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.**

* * * * * * * * * * * * * * *

Part I.

I acknowledge the:

- Overall certified MBE subcontract participation goal of __ %. and
- The subgoals, if applicable, of:
  - 0 % for certified African American-owned businesses and
  - 0 % for certified ~~women~~ **Asian American-**owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Part II.

Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

1 ☐ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.

or

2 ☐ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: ____ %
- Waiver of MBE subcontract participation subgoals, if applicable:
  - ____ % for certified African American-owned businesses and
  - ____ % for certified ~~women~~ **Asian American-**owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

or

3 ☐ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

_____	_____
Bidder/Offeror Name	Affiant Signature
_____	_____
Address	Printed Name & Title
_____	_____
Address (continued)	Date

September 2008

Attachment B
MBE PARTICIPATION SCHEDULE

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name	**2. Prime Contractor's Address and Telephone Number**
3. Project/School Name	**4. Project/School Location**
5. LEA and PSC No.	**6. Base Bid Amount $ _____**
7a. Minority Firm Name	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number _____** **MDOT Certification Number _____**	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian) ❑ (Hispanic) ❑ (American Indian) ❑ (Disabled)
Work to be Performed and Subcontract Dollar Amount	**Percent of Total Contract**
7b. Minority Firm Name	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number _____** **MDOT Certification Number _____**	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian) ❑ (Hispanic) ❑ (American Indian) ❑ (Disabled)
Subcontract Dollar Amount	**Percent of Total Contract**
7c. Minority Firm Name	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number _____** **MDOT Certification Number _____**	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian) ❑ (Hispanic) ❑ (American Indian) ❑ (Disabled)
Subcontract Dollar Amount	**Percent of Total Contract**
8. MBE Total Dollar Amount	**9. Total MBE Percent of Entire Contract**
10. Form Prepared by : **Name _____** **Title _____** **Date _____**	**11. Reviewed and Accepted by Harford County Board of Education MBE Liaison** **Name _____** Title _____ **Date _____**

Total MBE Participation: _____% $ _____
Total African-American MBE Participation: _____% $ _____
Total ~~Woman-Owned~~ Asian-American MBE Participation: _____% $ _____
Total Other Participation: _____% $ _____

Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to Harford County Public Schools for the _____ project, PSC # 12.034.13, I state the following:
(name)

1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4) ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)

   ☐ This project does not involve bonding requirements.

5) ☐ Bidder/Offeror did/did not attend the pre-bid conference

   ☐ No pre-bid conference was held.

_____ By: _____
Bidder/Offeror Name

_____ _____
Address Name,Title

_____ _____
Date

Attachment D

MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: _____

PROJECT/ SCHOOL LOCATION: _____

LEA: _____

NAME OF PRIME CONTRACTOR: _____

NAME OF MBE SUBCONTRACTOR: _____

_____
MDOT Certification Number

1. Work/Services to be performed by MBE Subcontractor: _____

_____

2. Subcontract Amount: $ _____
3. Bonds - Amount and type required of Subcontractor if any: _____
4. MBE Anticipated or Actual Commencement Date: _____ Completion Date: _____
5. This MBE subcontract represents the following percentage of the total contract ~~cost:~~ _____
6. This is an African American Firm: Yes _____ No _____
7. This is a ~~Women Owned Business~~ **Asian-American** Firm: Yes No
8. This is an ~~Asian~~, **Women Owned**, American Indian, Hispanic or Disabled Firm: Yes No
(Circle One)

****

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the _____ Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: _____
Signature of Subcontractor

Date: _____

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: _____

Date: _____

Attachment E

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

_____
(City) (State) (Zip)

was offered an opportunity to bid on the _____ school project

in _____ County by _____
(Name of Prime Contractor's Firm)

****

2. The _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

_____

_____

_____

_____ _____ _____
Signature of Minority Firm's MBE Representative Title Date

_____ _____
MDOT Certification # Telephone #

---

3. To be completed by the prime contractor if Section 2 of this form is <u>not</u> completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

_____ _____ _____
Signature of Prime Contractor Title Date

Attachment F

MBE WAIVER DOCUMENTATION

Project Name: _____ **~~PSC No.~~** _____

Base Contract Amount **$** _____

Plus Accepted Alternates _____

Equals Total Contract Amount **$** _____

I have previously requested that a waiver be granted to the overall MBE goal for this project of _____ percent, with a minimum of ____ percent from certified African American-owned businesses, a minimum of ____ percent from certified ~~women~~ Asian-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I _____, hereby certify that my position is
(Name of Company Representative)

_____ **, and I am the duly authorized representative of**
(Position Title)

_____ **.**
(Company Name)

I further certify that I have submitted a *Schedule for Participation of Certified Minority Business Enterprises*
which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my
company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

Minority Group	MBE GOAL		Actual MBE Dollar Participation		Request For Waiver	
	Percent of Total Contract	Dollar Value of Total Contract*	Dollar Value	Percent of Total Contract	Dollar Value	Percent of Total Contract
a. Sub Goal African American						
b. Sub Goal ~~Women~~ Asian-American						
c. Other * in Sub Goal group a/b above						
TOTALS						

*** with accepted/rejected alternates**

To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. **A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;**
2. **A detailed statement of the efforts made by the contractor *prior to and up to 10 days before the bid opening* to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;**
3. A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE's regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a *Minority Subcontractor Unavailability Certificate* signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature_____ Date _____
(Company Representative Name)

Sworn and subscribed before me this_____ day.

of _____ in the year _____ Notary Public _____

Reviewed and accepted by the Harford County Board of Education MBE Liaison.

Signature _____ Date _____

(MBE Liaison)

MBE Request For Waiver Master Form (July 2002)

Attachment G

CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

LEA: _____ **DATE:** _____

FACILITY NAME: _____ **PSC NO:** _____

SCOPE OF WORK: _____ **REQ NO:** _____

Name of MBE Sub-Contractor	MDOT Certification Number and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	MBE has Received FINAL Payment?	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE
	TOTAL:	**$ -**	**$ -**	**$ -**		

MDOT Certification Number and Classification can be located at http://mbe.state.mdot.state.md.us/directory/

MBE Classification:

African American = AA
Hispanic American = H
Native American = N
Asian American = A
Women = W

African American/Women = AAW
Hispanic American/Women = HW
Native American/Women = NW
Asian American/Women = AW

I certify that the figures and information presented above represent accurate and true statements that timely payments have been and will be made to suppliers and subcontractors on this project as requisitioned payments are received, and in accordance with our contracts.

_____ _____
Name of Contractor Firm Authorized Contractor Signature/Date

_____ _____

Contractor Federal Tax ID #	Contractor MBE Classification # (if applicable)
Name of LEA MBE Liaison (Printed)	Signature of LEA MBE Liaison/Date

Attachment H IAC/PSCP FORM 306.6

CLOSE-OUT COST SUMMARY

LEA: _____ DATE: _____

SCHOOL NAME: _____ PSC # : _____

	Public School Construction	Local and Other
Allocation:	_____	_____
Cash Disbursements:	_____	_____

	Approved Contracts	Expenditures	Balance	Approved Contracts	Expenditures	Total Expenditures
Construction			$0			.
A/E			$0			$0
Related Costs			$0			$0
Total	$0	$0	$0	$0	$0	$0

I hereby certify that the data shown hereon is correct and request this project be closed.

_____
Signature of LEA Representative

FOR STATE USE ONLY

ADJUSTMENTS:

Allocation: _____

Cash: _____

Initials	
Date	

AUDIT COMMENTS:

Initials	
Date	

Pricing Scenario # 2

Provide Packaged Rooftop Air Conditioner and Installation
Location of Project: Chicago, IL, City Limits

Description

PART 1: GENERAL

1.01 Section Includes:
- A. Packaged rooftop air conditioners

1.02 References
- A. ARI 340/360 - Unitary Large Equipment
- B. IBC 2000 – International Building Code
- C. National Electrical Code.

1.03 Operation and Maintenance Data
- A. Installation: Install product according to manufacturer's installation instructions during normal business hours
- B. Maintenance Data: Provide instructions for maintenance and service

1.04 Qualifications
- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience, who issues complete catalog data on total product.
- B. Startup must be done by trained personnel experienced with rooftop equipment.
- C. Do not operate units for any purpose, temporary or permanent, until ductwork is clean, filters and remote controls are in place, bearings lubricated, and manufacturer's installation instructions have been followed.

PART 2: PRODUCTS

2.01 General Description
- A. Furnish a Packaged Heating and Cooling Unit. Unit performance and electrical characteristics shall be per Part 3: Performance.
- B. The complete unit shall be ETL/CETL listed
- C. Each unit shall be specifically designed for outdoor rooftop application and include a weatherproof cabinet. Each unit shall be completely factory assembled and shipped in one piece. Packaged units shall be shipped fully charged with Refrigerant 410A and oil.
- D. The unit shall undergo a complete factory run test prior to shipment. The factory test shall include final balancing of the supply fan assemblies, a refrigeration circuit run test, a unit control system operations checkout, a unit refrigerant leak test and a final unit inspection.
- E. All units shall have decals and tags to indicate caution areas and aid unit service. Unit nameplates shall be fixed to the main control panel door. Electrical wiring diagrams shall be attached to the control panels. Installation, operating and maintenance bulletins and start-up forms shall be supplied with each unit.
- F. Performance: All scheduled capacities and face areas are minimum accepted values. All scheduled amps, kW, and HP are maximum accepted values that allow scheduled capacity to be met.
- G. Warranty: The manufacturer shall provide 12-month manufacturer's standard parts only warranty. Defective parts shall be repaired or replaced during the warranty period at no charge. The warranty period shall commence at startup or six months after shipment, whichever occurs first.

2.02 Cabinet, Casing, and Frame
- A. Panel construction shall be double-wall construction for all doors, side panels and ceiling panels. All floor panels shall have a solid galvanized steel inner liner on the air stream side of the unit to protect insulation during service and maintenance. Insulation shall be a minimum of 1" thick with an R-value of 4.0, and shall be neoprene coated glass fiber. Panel design shall include no exposed insulation edges. Unit cabinet shall be designed to operate at total static pressures up to 5.0 inches w.g.
- B. Exterior surfaces shall be constructed of pre-painted galvanized steel for aesthetics and long term durability. Paint finish to include a base primer with a high quality, polyester resin topcoat of a neutral beige color. Finished panel surfaces to

withstand a minimum 750-hour salt spray test without blistering or peeling in accordance with ASTM B117 standard for salt spray resistance when the sample is scribed with an X and sample edges are not protected.

C. Service doors shall be provided on both sides of the mixing box, filter and DX coil sections.. An access door shall also be provided to the fan section, heat section and control box in order to provide user access to unit components. All service access doors shall be mounted on multiple, stainless steel hinges and shall be secured by a latch system. Removable service panels secured by multiple mechanical fasteners are not acceptable.

D. The unit base shall overhang the roof curb for positive water runoff and shall seat on the roof curb gasket to provide a positive, weather tight seal. Lifting brackets shall be provided on the unit base to accept cable or chain hooks for rigging the equipment.

2.03 Supply Fan

A. Supply fan shall be a non-overloading, single width, single inlet (SWSI) airfoil centrifugal fan. The fan blade design shall be a double blade with the airfoil geometry, a backward inclined blade fan wheel design will not be acceptable. The fan wheel shall be Class II construction with fan blades welded to the back plate and end rim. The supply fan shall be mounted using solid-steel shafts and wheel hubs with mating keyways

B. The fan assembly shall have fixed pitched drives with a minimum of two belts. The drives shall be selected with a minimum diameter of 4 inches and a 1.2 service factor. The belts shall be of the grip-notch design.

C. All fan assemblies shall be statically and dynamically balanced at the factory, including a final trim balance, prior to shipment. All fan assemblies shall employ solid steel fan shafts. Heavy-duty pillow block type, self-aligning, grease lubricated ball bearings shall be used. Bearings shall be sized to provide a L-50 life at 250,000 hours. The entire fan assembly shall be isolated from the fan bulkhead with a flexible collar and mounted on 1” spring isolators.

D. Fan motors shall be heavy-duty 1800 rpm open drip-proof (ODP) type with grease lubricated ball bearings. Motors shall be premium efficiency. Motors shall be mounted on an adjustable base that provides for proper alignment and belt tension adjustment. Motors shall be suitable for use with a variable frequency drive.

E. The supply fan shall be capable of airflow modulation from 30% to 100% of the scheduled designed airflow. The fan shall not operate in a state of surge at any point within the modulation range.

2.04 Variable Air Volume Control

A. An electronic variable frequency drive shall be provided for the supply air fan. Each drive shall be factory installed out of the air stream in a conditioned cabinet. Drives shall meet UL Standard 95-5V. The completed unit assembly shall be listed by a recognized safety agency, such as ETL. Drives are to be accessible through a hinged door assembly. Mounting arrangements that expose drives to high temperature unfiltered ambient air are not acceptable.

B. The unit manufacturer shall install all power and control wiring.

C. The supply air fan drive output shall be controlled by the factory installed main unit control system and drive status and operating speed shall be monitored and displayed at the main unit control panel.

2.05 Electrical

A. Unit wiring shall comply with NEC requirements and with all applicable UL standards. All electrical components shall be UL recognized where applicable. All wiring and electrical components provided with the unit shall be number and color-coded and labeled according to the electrical diagram provided for easy identification. The unit shall be provided with a factory wired weatherproof control panel. Unit shall have a single point power terminal block for main power connection. A terminal board shall be provided for low voltage control wiring. Branch short circuit protection, 115-volt control circuit transformer and fuse, system switches, and a high temperature sensor shall also be provided with the unit. Each compressor and condenser fan motor shall be furnished with contactors and inherent thermal overload protection. Supply fan motors shall have contactors and external overload protection. Knockouts shall be provided in the bottom of the main control panels for field wiring entrance. A GFI receptacle shall be unit mounted. The receptacle shall require a field power connection independent from the unit’s main power block and / or disconnect..

B. The unit's short circuit resistance rating [SCCR] shall be 10,000 amps.

2.06 Heating and Cooling Sections

A. The direct expansion (DX) coil section shall be installed in a draw through configuration, upstream of the supply air fan. The coil section shall be complete with a factory piped cooling coil and an ASHRAE 62.1 compliant double sloped stainless steel drain pan with a minimum depth of 2.3" on the connection side.

B. Direct expansion (DX) cooling coils shall be fabricated of seamless high efficiency copper tubing that is mechanically expanded into high efficiency aluminum plate fins. Coils shall be a multi-row, staggered tube design with a minimum of 3 rows and a maximum of 12 fins per inch. All units shall have two independent refrigerant circuits and shall use an

interlaced coil circuiting that keeps the full coil face active at all load conditions. All coils shall be factory leak tested with high pressure air under water.

C. A positively sloped drain pan shall be provided with the cooling coil. The slope of the drain pan shall be in two directions and comply with ASHRAE Standard 62.1. The drain pan shall have a minimum slope of 1/8" per foot to provide positive draining. The drain pan shall extend beyond the leaving side of the coil. The drain pan construction shall be a stainless steel design. The drain pan shall be connected to a threaded drain connection extending through the unit base. Drain pan shall be removable from the side of the unit without the removal of the cooling coil.

2.07 Filters

A. Unit shall be provided with a draw-through filter section. The filter rack shall be designed to accept a 2” prefilter and a 4” final filter. The unit design shall have a hinged access door for the filter section. The manufacturer shall ship the rooftop unit with 2” MERV 8 construction filters. The contractor shall furnish and install, at building occupancy, the final set of filters per the contract documents.

2.08 Outdoor / Return Air Section

A. Damper blades shall be gasketed with side seals to provide an air leakage rate of no more than 1.5 cfm / square foot of damper area at 1” differential pressure. Leakage rate to be tested in accordance with AMCA Standard 500. Damper blades shall be operated from multiple sets of linkages mounted on the leaving face of the dampers.

B. Unit shall be provided with an outdoor air economizer section. The 0 to 100% outside air economizer section shall include outdoor, return, and exhaust air dampers. The outdoor air hood shall be factory installed and constructed from galvanized steel finished with the same durable paint finish as the main unit. The hood shall include moisture eliminator filters to drain water away from the entering air stream. The outside and return air dampers shall be sized to handle 100% of the supply air volume. The dampers shall be opposed blade design. Damper blades shall be gasketed and also have side seals to provide an air leakage rate of 4 cfm / square foot of damper area at 1” differential pressure per ASHRAE 90.1 Energy Standard . Leakage rate to be tested in accordance with AMCA Standard 500. A barometric exhaust damper shall be provided to exhaust air out of the back of the unit. A bird screen shall be provided to prevent infiltration of rain and foreign materials. Exhaust damper blades shall be lined with vinyl gasketing on contact edges. Control of the dampers shall be by a factory installed direct coupled actuator. Damper actuator shall be of the modulating, spring return type. An adjustable dry bulb control shall be provided to sense the dry-bulb temperature of the outdoor air stream to determine if outdoor air is suitable for “free” cooling. If outdoor air is suitable for “free” cooling, the outdoor air dampers shall modulate in response to the unit’s temperature control system.

2.09 Condensing Section

A. Condenser coils shall be an all aluminum design, and mounted on polymer brackets, to minimize di-electric corrosion. The aluminum tube shall be a micro channel design with high efficiency aluminum fins. Fins shall be brazed to the tubing for a direct bond. Each condenser coil shall be factory leak tested with high-pressure air under water. Condenser coils shall be protected from incidental contact to coil fins by a coil guard. Coil guard shall be constructed of cross wire welded steel with PVC coating

B. Condenser fans shall be direct drive, axial type designed for low tip speed and vertical air discharge. Condenser fan rpm shall be 1140 rpm maximum. Fan blades shall be constructed of steel and riveted to a steel center hub. Condenser fan motors shall be heavy-duty, inherently protected, three-phase, non-reversing type with permanently lubricated ball bearing and integral rain shield.

C. Each circuit shall have fan cycling of at least one condenser fan to maintain positive head pressure. An ambient thermostat shall prevent the refrigeration system from operating below 0º F.

D. Condenser coils shall be recessed and protected from hail damage as an integral part of the unit design. Hail guards shall be provided on all units with vertical mounted condenser coils.

E. Each unit shall have multiple, heavy-duty scroll compressors. Each compressor shall be complete with gauge ports, crankcase heater, sight-glass, anti-slug protection, motor overload protection and a time delay to prevent short cycling and simultaneous starting of compressors following a power failure. Compressors shall be isolated with resilient rubber isolators to decrease noise transmission

F. Each unit shall have two independent refrigeration circuits for redundancy. Each circuit shall be complete with a low pressure control, filter-drier, liquid moisture indicator/sight-glass, thermal expansion valve, and a manual reset high pressure safety switch. The thermal expansion valve shall be capable of modulation from 100% to 25% of its rated capacity. Sight-glasses shall be accessible for viewing without disrupting unit operation. Each circuit shall be dehydrated and factory charged with Refrigerant 410A and oil.

G. Option for sizes 20-50 - Each unit shall have at least 4 compressor stages of cooling capacity control for better part load control as required by ASHRAE 90.1-2013.

2.10 Roof Curb

A. A prefabricated 14-gauge galvanized steel, mounting curb shall be provided for field assembly on the roof decking prior to unit shipment. The roof curb shall be a full perimeter type with complete perimeter support of the air handling section and condensing section. The curb shall be a minimum of 14" high and include a nominal 2" x 4" wood nailing strip. Gasket shall be provided for field mounting between the unit base and roof curb.

2.11 Controls

A. Provide a complete integrated microprocessor based Direct Digital Control (DDC) system to control all unit functions including temperature control, scheduling, monitoring, unit safety protection, including compressor minimum run and minimum off times, and diagnostics. This system shall consist of all required temperature sensors, pressure sensors, controller and keypad/display operator interface. All MCBs and sensors shall be factory mounted, wired and tested.

B. The stand-alone DDC controllers shall not be dependent on communications with any on-site or remote PC or master control panel for proper unit operation. The microprocessor shall maintain existing set points and operate stand alone if the unit loses either direct connect or network communications. The microprocessor memory shall be protected from voltage fluctuations as well as any extended power failures. All factory and user set schedules and control points shall be maintained in nonvolatile memory. No settings shall be lost, even during extended power shutdowns.

C. The DDC control system shall permit starting and stopping of the unit locally or remotely. The control system shall be capable of providing a remote alarm indication. The unit control system shall provide for outside air damper actuation, emergency shutdown, remote heat enable/disable, remote cool enable/disable, heat indication, cool indication, and fan operation.

D. All digital inputs and outputs shall be protected against damage from transients or incorrect voltages. All field wiring shall be terminated at a separate, clearly marked terminal strip.

E. The DDC controller shall have a built-in time schedule. The schedule shall be programmable from the unit keypad interface. The schedule shall be maintained in nonvolatile memory to insure that it is not lost during a power failure. There shall be one start/stop per day and a separate holiday schedule. The controller shall accept up to sixteen holidays each with up to a 5-day duration. Each unit shall also have the ability to accept a time schedule via BAS network communications.

F. The keypad interface shall allow convenient navigation and access to all control functions. The unit keypad/display character format shall be 4 lines x 20 characters. All control settings shall be password protected against unauthorized changes. For ease of service, the display format shall be English language readout. Coded formats with look-up tables will not be accepted. The user interaction with the display shall provide the following information as a minimum:

1. Return air temperature
2. Discharge air temperature
3. Outdoor air temperature
4. Space air temp
5. Dirty filter indication
6. Airflow verification
7. Cooling status
8. Control temperature (Changeover)
9. VAV box output status
10. Cooling status/capacity
11. Unit status
12. All time schedules
13. Active alarms w/time and date
14. Previous alarms with time and date
15. Optimal start
16. System operating hours
    a. Fan
    b. Exhaust fan
    c. Cooling
    d. Individual compressor
    e. Heating
    f. Economizer

g. Tenant override

G. The user interaction with the keypad shall provide the following setpoints as a minimum:
1. Controls mode
   a. Off manual
   b. Auto
   c. Heat/cool
   d. Cool only
   e. Heat only
   f. Fan only
2. Occupancy mode
   a. Auto
   b. Occupied
   c. Unoccupied
   d. Tenant override
3. Unit operation changeover control
   a. Return air temperature
   b. Space temperature
   c. Network signal
4. Cooling and heating change-over temperature with deadband
5. Cooling discharge air temperature (DAT)
6. Supply reset options
   a. Return air temperature
   b. Outdoor air temperature
   c. Space temperature
   d. Airflow (VAV)
   e. Network signal
   f. External (0-10 vdc)
   g. External (0-20mA)
7. Temperature alarm limits
   a. High supply air temperature
   b. Low supply air temperature
   c. High return air temperature
8. Lockout control for compressors
9. Compressor interstage timers
10. Night setback and setup space temperature
11. Building static pressure
12. Economizer changeover
    a. Enthalpy
    b. Drybulb temperature
13. Current time and date
14. Tenant override time
15. Occupied/unoccupied time schedule
16. One event schedule
17. Holiday dates and duration
18. Service mode
    a. Timers normal (all time delays normal)
    b. Timers fast (all time delays 20 sec)

H. If the unit is to be programmed with a night setback or setup function, an optional space sensor shall be provided. Space sensors shall be available to support field selectable features. Sensor options shall include:
1. Zone sensor with tenant override switch
2. Zone sensor with tenant override switch plus heating and cooling set point adjustment. (Space Comfort Control systems only)

I. To increase the efficiency of the cooling system the DDC controller shall include a discharge air temperature reset program for part load operating conditions. The discharge air temperature shall be controlled between a minimum and a maximum discharge air temperature (DAT) based on one of the following inputs:
1. Airflow

2. Outside air temperature
3. Space Temperature
4. Return air temperature
5. External signal of 1-5 VDC
6. External signal of 0-20 mA
7. Network signal

PART 3: PERFORMANCE

Unit		
	Electrical	
	Voltage	460/60/3
	MCA (A)	65.8
	MROPD (A)	80
	Efficiency	
	EER / SEER	10.3
	Supply Fan	
	Airflow (CFM)	12000
	ESP (inH_2O)	0.5
	TSP (inH_2O)	1.3
	Altitude	0
	Motor Size (HP)	7.5 HP
	Filters	
	Face Area (ft²)	32
	Efficiency	30% MERV 8
Cooling	**EAT**	
	EDB (°F)	80
	EWB (°F)	67
	LAT	
	LDB (°F)	58.6
	LWB (°F)	57.7
	Total Capacity (Btu/hr)	355349
	Sensible Capacity (Btu/hr)	281395
	Ambient	
	DB (°F)	95

	Compressor	
	Stages	5 steps
	Qty	3
	Compressor Power (kW)	26.4
	Refrigerant	R410A

END OF SECTION

Pricing Scenario # 3

Provide Indoor Air Handling Unit
Location of Project: Buffalo, NY, metro area

PART 1: GENERAL

1.01 Section Includes
- A. Indoor Air Handling Unit

1.02 References
- A. AHRI 410 - Forced-Circulation Air-Cooling and Air-Heating Coils.
- B. AHRI 430 - Central-Station Air-Handling Units.
- C. NFPA 70 - National Electrical Code.
- D. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.
- E. UL 1995 - Standard for Heating and Cooling Equipment.

1.03 Operation and Maintenance Data
- A. Installation Data: Provide installation instructions and operating manual
- B. Maintenance Data: Provide instructions for maintenance and service

1.04 Qualifications
- A. Manufacturer: Company specializing in manufacturing Air Handler products specified in this section must show a minimum five years documented experience and complete catalog data on total product.

1.05 Safety Agency Listed & Certification
- A. Air handling units shall be cETLus safety listed to conform with UL Standard 1995 and CAN/CSA Standard C22.2 No. 236. Units shall be accepted for use in New York City by the Department of Building, MEA 342-99-E.
- B. Air handler furnished with double width, double inlet (DWDI) fans and/or plenum fans where applicable, shall be certified in accordance with the central station air handling unit certification program, which is based on AHRI Standard 430. (NOTE: Above does not apply to fan array)
- C. Air handling unit water heating & cooling coils shall be certified in accordance with the forced circulation air cooling and air heating coils certification program, which is based on AHRI Standard 410.

PART 2: PRODUCTS

2.01 General Description
- A. Performance: Conform to AHRI 430. See schedules on prints. (NOTE: above does not apply to fan array)
- B. Acoustics: Sound power levels (dB) for the unit shall not exceed the specified levels shown on the unit schedule. The manufacturer shall provide the necessary sound treatment to meet these levels if required.

2.02 Unit Construction
- A. Fabricate unit with heavy gauge channel posts and panels secured with mechanical fasteners. All panels, access doors, and ship sections shall be sealed with permanently applied bulb-type gasket. AHUs with gasketing shipped loose shall be inspected by a factory representative at assembly to ensure proper assembly. Panels shall be individually removable without removing adjacent panels for ease of service.
- B. Panels and access doors shall be double wall 2-inch nominal thick injected with foam insulation with a total R-value of at least R-13. The inner and outer liner shall be constructed of galvanized steel.
- C. Outdoor units shall have painted exterior of galvanized steel with a 1000 hour salt spray rating. Units shall also include hoods over all air inlets and outlets to the AHU. A pitched roof with standing seams shall be provided.
- D. Deflection of any panel shall not exceed L/240 at design static pressure at the panel midpoint.
- E. As selected fan curves shall be used to calculate the static pressures for all operating points in the AHU to determine the maximum possible +/- pressures in all sections. Maximum +/- static pressures shall be used to ensure that proper cabinet construction is provided, and that the fan will not over pressurize the cabinet at worst case design conditions.
- F. The cabinet construction shall be capable of providing leakage rates of less than 0.5 CFM/ft2 up to +5” static pressure, and ASHRAE standard 111 Class 6 (0.20 CFM/ ft2) down to -6” static pressure. For AHUs with sections that exceed

these static pressures, high pressure construction shall provide leak rates not exceeding ASHRAE standard 111 class 6 (0.23 CFM/ ft2) at +/- 8” static pressure

G. Module to module field assembly shall be accomplished with an overlapping, full perimeter internal splice joint that is sealed with bulb type gasketing on both mating modules to minimize on-site labor and meet indoor air quality standards. Air handlers with field applied gasketing shall be field pressure tested to ensure proper gasket installation.

H. Access doors shall be flush mounted to cabinetry, with minimum of two stainless steel piano-type hinges, latch and full size handle assembly. Access doors shall swing outward for unit sections under negative pressure. Access doors on positive pressure sections, shall have a secondary latch to relieve pressure and prevent injury upon access.

I. A formed galvanized steel base rail shall be provided by the unit manufacturer for structural rigidity and condensate trapping..

J. Construct drain pans from stainless steel with cross break and double sloping pitch to drain connection. Provide drain pans under cooling coil and humidifier sections. Drain connection centerline shall be a minimum of 3’’ above the base rail to aid in proper condensate trapping. Drain connections that protrude through the base rail shall add extra rail height to provide proper for trapping without core drilling the floor.

K. There must be a full nominal 2’’ panel of insulation under drain pan to prevent sweating. Units that do not have this shall have insulation added to a minimum 2” thickness. Units will not sweat when exposed to interior air temperatures down to 50°F, and exterior room conditions up to 70% relative humidity.

L. Drain pan to be able to support the weight of service people up to 300 lb that will need to be in the section for maintenance. If drain pan will not meet these requirements, properly sized service grating shall be provided over the drain top of the drain pan and tack welded the AHU structure down to provide service support.

2.03 Fan Assemblies

A. Maximum fan RPM shall be below first critical fan speed. Fan assemblies shall be dynamically balanced by the manufacturer on all three planes. A copy of the balance report shall be available on request. Provide access to motor and fan assembly through hinged access door.

B. Fan and motor shall be mounted internally on a steel base. Motor shall be factory mounted. Provide access to motor, drive, and bearings through hinged access door. Fan and motor assembly shall be mounted on 2" deflection spring vibration type isolators inside cabinetry.

2.04 Bearings, Shafts, and Drives

A. Shafts shall be solid, hot rolled steel, ground and polished, keyed to shaft, and protectively coated with lubricating oil. Hollow shafts are not acceptable.

B. The fan wheel shall be direct coupled to the motor shaft or belt drive and listed on the schedule. The wheel width shall be determined by motor speed and fan performance characteristics.

2.05 Electrical

A. Fan motors Open Drip Proof, premium efficiency (meets or exceeds EPAct requirements), RPM and voltage as listed on the schedule.

B. Air handler(s) shall be ETL and ETL-Canada listed by Intertek Testing Services, Inc. Units shall conform to bi-national standard ANSI/UL Standard 1995/CSA Standard C22.2 No. 236.

C. Air handler manufacturer shall provide, mount and wire variable speed drive with electrical characteristics as shown on manufacturer's data sheets.

2.06 Cooling and Heating Coils

A. Acceptable water cooling, water heating, steam, and refrigerant coils shall be certified in accordance with AHRI Standard 410 and bear the AHRI label. Coils exceeding the scope of the manufacturer’s certification and/or the range of AHRI’s standard rating conditions will be considered provided the manufacturer is a current member of the AHRI Forced Circulation Air-Cooling and Air-Heating Coils certification programs and that the coils have been rated in accordance with AHRI Standard 410.

B. Provide access to coil(s) for service and cleaning. Unit shall be provided with coil connections that extend a minimum of 5” beyond unit casing for ease of installation. Drain and vent connections shall be provided exterior to unit casing. Coils shall be removable through side and/or top panels of unit without the need to remove and disassemble the entire section from the unit.

C. Water heating and cooling coil shall be provided as shown on schedule. Coil fins shall have a minimum thickness of 0.0075 inch aluminum. Tubes shall be mechanically expanded into the fins to provide a continuous compression bond over the finned length for maximum heat transfer.

1. Coil tubes shall be 5/8 inch OD seamless copper. Tubes to have minimum 0.020 inch nominal wall thickness.
2. Coil connections shall be carbon steel, NPT threaded connection. Vent and drain fittings shall be furnished on the connections, exterior to the air handler.
3. Coil casing shall be a formed channel frame of galvanized steel.

2.07 Filters

A. Furnish filter section with 2-inch pleated MERV 8 filter.
B. Provide side loading and removal of filters.
C. Filter Minihelic gauge(s) shall be factory installed. One gauge shall be supplied per filter bank.

2.08 Additional Sections

A. Access doors shall be provided for access between components. Minimum access door size shall be 20” unless noted on schedules.
B. Plenum section shall be provided and properly sized for inlet and/or discharge air flow (between 600 and 1500 feet per minute). The plenum shall provide single or multiple openings as shown on drawings and project schedule.
C. Mixing box section shall be provided with outside air and return air openings with or parallel blade low leak airfoil damper blades. Dampers shall be galvanized steel airfoil blades, fully gasketed and have continuous vinyl seals between damper blades in a galvanized steel frame. Dampers shall have stainless steel jamb seals.
D. Damper Leakage: Leakage rate shall be less than two tenths of one percent leakage at 2 inches static pressure differential. Leakage rate tested in accordance with AMCA Standard 500.
E. Energy recovery wheel shall be constructed of corrugated synthetic fibrous media, with a desiccant intimately bound and uniformly and permanently dispersed throughout the matrix structure of the media. Wheel Seals: The wheel seals shall be full contact nylon brush seals or equivalent. Bypass and recirculation dampers shall be furnished as shown on unit schedule and drawings. Certification: The wheel shall be AHRI certified by the wheel supplier to AHRI Standard 1060 and must bear the AHRI certification stamp.

PART 3: PERFORMANCE

Supply Fan	Fan	Type			Direct Drive Plenum	
		Qty			1	
		Class			2	
		Airflow (CFM)			18000	
		RPM			1951	
		BHP			19.47	
		E.S.P. (inH2O)			2	
		T.S.P. (inH2O)			3.7	
	Motor	Voltage			460/60/3	
		Power (HP)			20	
		RPM			1750	
		Control			None	
Combination Coil	Cooling	Sensible Capacity (Btu/hr)			510183	
		Type			Standard	
		Total Capacity (Btu/hr)			740543	
		EAT-DB °F			80	
		EAT-WB °F			67	

		LAT-DB °F			54.1	
		LAT-WB °F			53.6	
		F.V. (ft/min)			466	
		A.P.D. (inH2O)			1.26	
		Suct. Temp. °F			N/A	
		EWT °F			45	
		LWT °F			55.3	
		Flow Rate (GPM)			144.1	
		W.P.D. (ftH2O)			16	
		Rows			6	
		FPI			8	
	Heating	Total Capacity (Btu/hr)			1015708	
		Type			1 & 2 rows	
		EAT-DB °F			40	
		LAT-DB °F			91.6	
		F.V. (ft/min)			480	
		EWT °F			160	
		LWT °F			139.4	
		Flow Rate (GPM)			98.4	
		W.P.D. (ftH2O)			7.3	
		Steam PD (psi)			N/A	
		Rows			2	
		FPI			12	
Mixing Box	Filter				Flat panel	
	Type				Pleated (MERV 8)	
	Clean PD (inH2O)				0.29	
	Dirty PD (inH2O)				1	
	Mean PD (inH2O)				0.64	

END OF SECTION

Pricing Scenario # 4

Provide Air Cooled Scroll Chiller, Installation and Maintenance for two (2) years
Location of Project: Jacksonville, FL, metro area

Description

PART 1: 1. GENERAL

1.01 Summary

A. Section includes design, performance criteria, refrigerants and controls requirements for air-cooled scroll compressor chillers.

1.02 References

A. Comply with applicable Standards/Codes of AHRI 550/590, ANSI/ASHRAE 15, ETL, cETL, NEC, and OSHA as adopted by the State.

B. Units shall meet the efficiency standards of ASHRAE Standard 90.1, 2013 and FEMP standard 2012.

1.03 Operation and Maintenance Data

A. Installation: Install product according to manufacturer's installation instructions over weekend

B. Maintenance: Maintain and service product according to manufacturer's recommendations for a period of two (2) years

1.04 Submittals

A. Submittals shall include the following:

1. Certification of factory-run test of packaged chiller unit signed by company officer.
2. Installation and operating manuals.

1.05 Quality Assurance

A. Qualifications: Equipment manufacturer must specialize in the manufacture of the products specified and have five years experience with the type of equipment and refrigerant offered.

B. Regulatory Requirements: Comply with the codes and standards specified.

C. Chiller manufacturer plant must be ISO Registered.

1.06 Delivery and Handling

A. Chiller shall be delivered to the job site completely assembled and charged with refrigerant and oil by the manufacturer.

B. Comply with the manufacturer's instructions for rigging and handling equipment.

1.07 Warranty

A. Standard Warranty (Domestic): The refrigeration equipment manufacturer's standard guarantee shall be for a period of one year from date of equipment start-up but not more than 18 months from shipment. The guarantee shall provide for repair or replacement due to failure by material and workmanship that prove defective within the above period, excluding refrigerant.

B. 1st Year Labor Warranty: None included

PART 2: PRODUCTS

2.01 Unit Description

A. Provide a factory-assembled, factory-charged air-cooled scroll compressor packaged chillers in the quantity specified. Each chiller shall consist of hermetic tandem or trio scroll compressor sets (total four compressors), brazed plate evaporator, air-cooled condenser section, microprocessor-based control system and all components necessary for controlled unit operation.

B. Each chiller shall be factory functionally-tested to verify operation. Operating controls and refrigerant charge shall be checked for proper operation and optimum performance.

2.02 Design Requirements

A. Flow Range: The chiller shall have the ability to support variable flow range down to 40% of nominal design (based on AHRI conditions).
B. Operating Range: The chiller shall have the ability to control leaving chilled fluid temperature from 15F to 65F
C. General: Provide a complete scroll compressor packaged chiller as specified herein and as shown on the drawings. The unit shall be in accordance with the standards referenced in section 1.02 and any local codes in effect.
D. Performance: Refer to the schedule of performance on the drawings. The chiller shall be capable of stable operation to a minimum percentage of full load (without hot gas bypass) of 25%. Performance shall be in accordance with AHRI Standard 550/590.
E. Acoustics: Sound pressure levels for the unit shall not exceed the following specified levels. All manufacturers shall provide the necessary sound treatment (parts and labor) to meet these levels if required. Sound data shall be provided with the quotation. Data shall be in accordance with AHRI Standard 370.

Sound Pressure (at 30 feet)											
63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	**Overall dBA**	75% Load dBA	50% Load dBA	25% Load dBA
Sound Power											
63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	**Overall dBA**	75% Load dBA	50% Load dBA	25% Load dBA

2.03 Chiller Components

A. Compressor
   1. The compressors shall be sealed hermetic, scroll type with crankcase oil heater and suction strainer. The compressor motor shall be refrigerant gas cooled, high torque, hermetic induction type, two-pole, with inherent thermal protection on all three phases and shall be mounted on RIS vibration isolator pads. The compressors shall be equipped with an internal module providing compressor protection and communication capability.
B. Evaporator
   1. The evaporator shall be a compact, high efficiency, dual circuit, brazed plate-to-plate type heat exchanger consisting of parallel stainless steel plates
   2. The evaporator shall be protected with an electric resistance heater (heat trace tape) and insulated with 3/4" (19mm) thick closed-cell polyurethane insulation. This combination shall provide freeze protection down to -20°F (-29°C) ambient air temperature.
   3. The water-side working pressure shall be a minimum of 653 psig (4502 kPa). Vent and drain connections shall be provided in the inlet and outlet chilled water piping by the installing contractor. Evaporators shall be designed and constructed according to, and listed by, Underwriters Laboratories (UL).
C. Condenser
   1. Condenser fans shall be propeller type arranged for vertical air discharge and individually driven by direct-drive fan motors. The fans shall be equipped with a heavy-gauge vinyl-coated fan guard. Fan motors shall be TEAO type with permanently lubricated ball bearings, inherent overload protection, three-phase, direct-drive, 1140 rpm. Each fan section shall be partitioned to avoid cross circulation.
   2. Coil shall be all aluminum alloy microchannel design and shall have a series of flat tubes containing multiple, parallel flow microchannels layered between the refrigerant manifolds. Coils shall consist of a two-pass arrangement. Each condenser coil shall be factory leak tested with high-pressure air under water. Coils shall withstand 1000+ hour acidified synthetic sea water fog (SWAAT) test (ASTM G85-02) at 120°F (49°C) with 0% fin loss and develop no leaks.
D. Refrigerant Circuit
   1. Each of the two refrigerant circuits shall include a refrigerant filter-drier, sight glass with moisture indicator, liquid line solenoid valve (no exceptions), expansion valve, and insulated suction line.
E. Construction
   1. Unit casing and all structural members and rails shall be fabricated of pre-painted or galvanized steel to meet ASTM B117, 500-hour salt spray test.
   2. Upper condenser coil section of unit shall have protective, 12 GA, PVC-coated, wire grille guards.

F. Control System

1. A centrally located weatherproof control panel shall contain the field power connection points, control interlock terminals, and control system. Power and starting components shall include factory circuit breaker for fan motors and control circuit, individual contactors for each fan motor, solid-state compressor three-phase motor overload protection, and inherent fan motor overload protection. Hinged access doors shall be lockable. Barrier panels or separate enclosures are required to protect against accidental contact with line voltage when accessing the control system.
2. Shall include optional single-point connection to a non-fused disconnect switch with through-the-door handle and compressor circuit breakers.

G. Unit Controller

1. An advanced DDC microprocessor unit controller with a 5-line by 22-character liquid crystal display provides the operating and protection functions. The controller shall take preemptive limiting action in case of high discharge pressure or low evaporator pressure. The controller shall contain the following features as a minimum:
2. The unit shall be protected in two ways: (1) by alarms that shut the unit down and require manual reset to restore unit operation and (2) by limit alarms that reduce unit operation in response to some out-of-limit condition. Shut down alarms shall activate an alarm signal.
3. Shutdown Alarms
    a. No evaporator water flow (auto-restart)
    b. Sensor failures
    c. Low evaporator pressure
    d. Evaporator freeze protection
    e. High condenser pressure
    f. Outside ambient temperature (auto-restart)
    g. Motor protection system
4. Limit Alarms
    a. Condenser pressure stage down, unloads unit at high discharge pressures.
    b. Low ambient lockout, shuts off unit at low ambient temperatures.
    c. Low evaporator pressure hold, holds stage #1 until pressure rises.
    d. Low evaporator pressure unload, shuts off one compressor.
5. Unit Enable Section
    a. Enables unit operation from either local keypad, digital input, or BAS
6. Unit Mode Selection
    a. Selects standard cooling, ice, glycol, or test operation mode
7. Analog Inputs:
    a. Reset of leaving water temperature, 4-20 mA\
    b. Current Limit
8. Digital Inputs
    a. Unit off switch
    b. Remote start/stop
    c. Flow switch
    d. Ice mode switch, converts operation and setpoints for ice production
    e. Motor protection
9. Digital Outputs
    a. Shutdown alarm; field wired, activates on an alarm condition, off when alarm is cleared
    b. Evaporator pump; field wired, starts pump when unit is set to start
10. Condenser fan control - The unit controller shall provide control of condenser fans based on compressor discharge pressure.
11. Building Automation System (BAS) Interface
    a. Factory mounted DDC controller(s) shall support operation on a BACnet®, Modbus® or LONMARK ® network via one of the data link / physical layers listed below as specified by the successful Building Automation System (BAS) supplier.
    b. BACnet MS/TP master (Clause 9)
    c. The information communicated between the BAS and the factory mounted unit controllers shall include the reading and writing of data to allow unit monitoring, control and alarm notification as specified in the unit sequence of operation and the unit points list.

d. All communication from the chiller unit controller as specified in the points list shall be via standard BACnet objects. Proprietary BACnet objects shall not be allowed. BACnet communications shall conform to the BACnet protocol (ANSI/ASHRAE135-2001). A BACnet Protocol Implementation Conformance Statement (PICS) shall be provided along with the unit submittal.

PART 3: PERFORMANCE

Cooling Capacity …… 65.1 tons
Max full load kWT/input …… 1.2

Evaporator
LWT……44 DEG F
EWT……54 DEG F
Max WPD……..…….17.4 Ft
FF……..…..0.0001

Condenser
Ambient Temp…….…….95 DEG F
Elevation……...Sea Level

Electrical……460/3/60 V/Ph/Hz

END OF SECTION

Pricing Scenario # 5

Provide Centrifugal Water Chillers, installation and maintenance for two (2) years
Location: Dallas, TX, metro area

PART 1: GENERAL

1.01 Summary

A. Section includes design, performance criteria, refrigerants and controls for water-cooled magnetic bearing two stage centrifugal chillers.

a. AHRI 550/590
b. AHRI 575
c. NEC
d. ANSI/ASHRAE 15
e. OSHA as adopted by the State
f. ETL
g. ASME Section VIII

1.02 References

A. Comply with the following codes and standards:

1.03 Operation and Maintenance Data

A. Installation: Install product according to manufacturer's installation instructions over weekend
B. Maintenance: Maintain and service product according to manufacturer's recommendations for a period of two (2) years

1.04 Submittals

A. Submittals shall include the following:
1. Manufacturer's certified performance data at full load plus IPLV or NPLV.
2. Installation and Operating Manuals.

1.05 Quality Assurance

A. Regulatory Requirements: Comply with the codes and standards in Section 1.02.
B. Chiller manufacturer must be ISO Certified.
C. The chiller shall be tested to job conditions at the manufacturer's plant.

1.06 Delivery and Handling

A. Chillers shall be delivered to the job site completely assembled and charged with refrigerant R134a and be shipped on skids with a weather resistant cover.
B. Comply with the manufacturer's instructions for rigging and transporting units. Leave protective covers in place until installation.

1.07 Warranty

A. The chiller manufacturer's standard warranty shall cover parts and labor costs for the repair or replacement of defects in material or workmanship, and include refrigerant for the entire unit, for a period of one year from equipment startup or 18 months from shipment, whichever occurs first, and also include an additional extended warranty for four years on the entire unit including refrigerant coverage. Warranty support shall be provided by company direct or factory authorized service permanently located near the job site.

PART 2: PRODUCTS

2.01 Unit Description

A. Provide and install as shown on the plans a factory assembled, charged, and tested water-cooled packaged centrifugal chiller. Chillers shall have no more than two oil-free, magnetic bearing, semi-hermetic centrifugal compressors (no exceptions). Each compressor shall have an integrated variable-frequency drive operating in concert with inlet guide vanes for optimized full and part load efficiency. On two-compressor units, the evaporator and condenser refrigerant sides and the expansion valve shall be common and the chiller shall be capable of running on one compressor with the other compressor or any of its auxiliaries inoperable or removed.

B. To ensure quick and trouble free start up and commissioning, each chiller shall pass a full battery of factory tests. These tests will include the verification of operating and compressor controls to ensure full unit functionality and manufacturing integrity. Any deviation from stringent factory quality standards shall be remedied prior to shipment.

2.02 Design Requirements

A. General: Provide a complete water-cooled, semi-hermetic oil-free centrifugal compressor water chiller as specified herein. The unit shall be provided according to standards indicated in Section 1.02. In general, unit shall consist of one or two magnetic bearing, completely oil-free centrifugal compressors, refrigerant, condenser and evaporator, and control systems including integrated variable frequency drive, operating controls and equipment protection controls. Chillers shall be charged with refrigerant HFC-134a. If manufacturer offers a chiller using any HCFC refrigerant that is subject to phase out by the Montreal Protocol or the U.S. Clean Air Act, manufacturer shall provide, in writing, documentation signed by an officer of the company assuring refrigerant availability and price schedule for a 20-year period.

B. The entire chiller system, including all pressure vessels, shall remain above atmospheric pressure during all operating conditions and during shut down to ensure that non-condensables and moisture do not contaminate the refrigerant and chiller system. If any portion of the chiller system is below atmospheric pressure during either operation or shut down, the manufacturer shall include, at no charge:

1. Purge System
   a. A complete purge system capable of removing non-condensables and moisture during operation and shut-down. The system shall consist of an air cooled condensing unit, purge condensing tank, pumpout compressor, and control system.
   b. A dedicated condensing unit shall be provided with the purge system to provide a cooling source whether or not the chiller is running. The condensing unit shall provide a low purge coil temperature to result in a maximum loss of 0.1 pounds of refrigerant per pound of purged air.
   c. The purge system shall be connected to a 100% reclaim device.
   d. A 20-year purge maintenance agreement that provides parts, labor, and all preventative maintenance required by the manufacturer's operating and maintenance instructions.
2. Annual Oil/Refrigerant Analysis
   a. The manufacturer shall also include at no charge for a period of 20 years an annual oil and refrigerant analysis report to identify chiller contamination due to vacuum leaks.
   b. If the analysis identifies water, acid, or other contaminant levels higher than specified by the manufacturer, the oil and/or refrigerant must be replaced or returned to the manufacturer's original specification at no cost to the owner.
3. Shell Pressurization System
   a. The manufacturer shall include a factory-installed and wired system that will enable service personnel to readily elevate the vessel pressure during shutdown to facilitate leak testing.
   b. A shell pressurization system shall be provided to keep air out of the chiller when the unit is not in service. An electric blanket or hot water circulation system are both acceptable.

C. Performance: Refer to chiller performance rating.

D. Acoustics: Sound pressure for the unit shall not exceed the following specified levels. Provide the necessary acoustic treatment to chiller as required. Sound data shall be measured in dB according to AHRI Standard 575 and shall include overall dBA.

Octave Band								Overall (dBA)
63Hz	125Hz	250Hz	500Hz	1000Hz	2000Hz	4000Hz	8000Hz	
							75% Load	
							50% Load	
							25% Load	

2.03 Chiller Components

A. Compressors:

1. The unit shall utilize magnetic bearing, oil-free, semi-hermetic centrifugal compressors. The levitated shaft position shall be digitally controlled and shall be monitored by X-axis position sensor, Y-axis position sensor, and Z-axis position sensor. The compressor drive train shall be capable of coming to a controlled, safe stop in the event of a power failure by diverting stored power to the magnetic bearing controls system.
2. The motor shall be of the semi-hermetic type, of sufficient size to efficiently fulfill compressor horsepower requirements. It shall be liquid refrigerant cooled with internal thermal sensing devices in the stator windings. The motor shall be compatible with variable frequency drive operation.
3. If unit contains an atmospheric shaft seal, the manufacturer shall provide the following at no additional charge:
   a. 20 year warranty and all preventive maintenance required to maintain the shaft seal including appropriate disposal of all oil lost through the shaft seal. Such disposal shall be done in a manner consistent with all Federal, state, and local laws pertaining to disposal and documentation of appropriate disposal shall be provided.
   b. Replacement and re-charging on a semi-annual basis, or more often if required, of all oil lost through the shaft seal.
   c. 20 year refrigerant replacement warranty for any loss of refrigerant that can be directly attributable to the failure of the atmospheric shaft seal.
4. If the compressor drive motor is an open design the chiller manufacturer shall provide at no additional charge a self contained air conditioning system in the mechanical space sized to handle the maximum heat output the open drive motor. The energy required to operate this air conditioning system shall be added to the chiller power at all rating points for energy evaluation purposes.
5. If the compressor drive motor uses any form of antifriction bearings (roller, ball, etc) the chiller manufacturer shall provide the following at no additional charge:
   a. A 20 year motor bearing warranty and all preventative maintenance, including lubrication, required to maintain the bearings as specified in the manufacturer's operating and maintenance instructions
   b. At start up a three axis vibration analysis and written report which establishes a baseline of motor bearing condition.
   c. An annual three axis vibration analysis and written report to indicate the trend of bearing wear.
6. The chiller shall be equipped with an integrated Variable Frequency Drive (VFD) to automatically regulate compressor speed in response to cooling load and the compressor pressure lift requirement. Movable inlet guide vanes and variable compressor speed acting together, shall provide unloading. The chiller controls shall coordinate compressor speed and guide vane position to optimize chiller efficiency.
7. Each compressor circuit shall be equipped with a 5% rated line reactor to help protect against incoming power surges and help reduce harmonic distortion.
8. The unit shall have a minimum of a 0.90 power factor at compressor full load.

B. Evaporator and Condenser:

1. The evaporator and condenser shall be separate vessels of the shell-and-tube type, designed, constructed, tested and stamped according to the requirements of the ASME Code, Section VIII. Regardless of the operating pressure, the refrigerant side of each vessel will bear the ASME stamp indicating compliance with the code and indicating a test pressure of 1.1 times the working pressure, but not less than 100 psig. The tubes shall be individually replaceable and secured to the intermediate supports without rolling or expanding to facilitate replacement if required.
2. The evaporator shall be flooded type with 0.025 in. wall copper internally and externally enhanced tubes rolled into carbon steel tubesheets. The water side shall be designed for a minimum of 150 psig. The refrigerant side shall be designed for a minimum of 200 psi. Provide intermediate tube supports at a maximum of 18 inch spacing. The heads shall be carbon steel and the tubesheets shall be carbon steel. Water connections shall be grooved suitable for

Victaulic couplings. The evaporator shall have dished heads with valved drain and vent connections. The evaporator shall have left-hand connections when looking at the unit control panel.

3. The condenser shall have 0.025 in. wall copper internally and externally enhanced tubes rolled into carbon steel. Water connections shall be grooved suitable for Victaulic couplings. The water side shall be designed for a minimum of 150 psig and the refrigerant side shall be designed for a minimum of 200 psi. Provide intermediate tube supports at a maximum of 18 inch spacing. The condenser shall have dished heads with valved drain and vent connections. The heads shall be carbon steel and the tubesheets shall be carbon steel. The condenser shall have left-hand connections when looking at the unit control panel.
4. If a negative pressure refrigerant is utilized, a separate ASME Code storage vessel shall be provided during servicing to hold the full unit refrigerant charge of the largest unit being furnished.
5. An electronic expansion valve shall control refrigerant flow to the evaporator. Fixed orifice devices or float controls with hot gas bypass are not acceptable because of inefficient control at low load conditions. The liquid line shall have moisture indicating sight glass.
6. Re-seating type spring loaded pressure relief valves according to ASHRAE-15 safety code shall be furnished. The evaporator shall be provided with single or multiple valves. The condenser shall be provided with dual relief valves equipped with a transfer valve so one relief valve can be removed for testing or replacement without loss of refrigerant or removal of refrigerant from the condenser. Rupture disks are not acceptable. If rupture disks are required on negative pressure units to prevent air and moisture ingress, then factory mounted spring loaded pressure relief valves shall be provided in series with the rupture disks to contain the remaining refrigerant in the event of vessel over-pressurization. The space between the rupture disk and the relief valve shall include a suitable telltale indicator integrated into the chiller control system to alert the operator that a potential safety issue exists in the pressure relief system.
7. The evaporator vessel, including water heads, suction line, and any other component or part of a component subject to condensing moisture shall be insulated with UL recognized 3/4 inch closed cell insulation. All joints and seams shall be carefully sealed to form a vapor barrier.
8. Provide factory-mounted and wired, thermal-dispersion water flow switches on each vessel to prevent unit operation with no or low water flow. Paddle and pressure differential type switches are not acceptable due to high rates of failure and false indications from these types of flow indicators.

C. Long Term Reliability:
1. All compressor/motor designs that require oil to lubricate their respective roller/ball bearing system must denote exactly how many gallons of oil are required for safe operation. The manufacturer must then provide the engineer and owner with a real world energy analysis showing the energy degradation over time due to oil contamination of heat transfer surfaces. This average efficiency degradation over the life of the chiller shall be no less than 10%.
2. Chillers containing oil shall include a 10 year parts and labor warranty on all oil system components including:
   a. Pumps
   b. Starter
   c. Piping
   d. Tank
   e. Heater
   f. Cooler
   g. Controls
   h. Valves
3. Manufacturer shall be responsible for covering all costs associated with annual oil and oil filter changes plus oil analysis as required

D. Vibration Isolation
1. Provide neoprene waffle-type vibration isolators for each corner of the unit.

E. Power Connections
1. Power connection shall be single point to a factory-mounted disconnect switch.

F. Chiller Control
1. The unit shall have a microprocessor-based control system consisting of a 15-inch VGA touch-screen operator interface and a unit controller.
2. The touch-screen shall display the unit operating parameters, accept setpoint changes (multi-level password protected) and be capable of resetting faults and alarms. The following parameters shall be displayed on the home screen and also as trend curves on the trend screen:
   a. Entering and leaving chilled water temperatures
   b. Entering and leaving condenser water temperatures

c. Evaporator saturated refrigerant pressure
d. Condenser saturated refrigerant pressure
e. Percent of 100% speed (per compressor)
f. % of rated load amps for entire unit

3. In addition to the trended items above, all other important real-time operating parameters shall also be shown on the touch-screen. These items shall be displayed on a chiller graphic showing each component. At a minimum, the following critical areas must be monitored:
   a. Compressor actual speed, maximum speed, percent speed
   b. Liquid line temperature
   c. Chilled water setpoint
   d. Compressor and unit state and input and output digital and analog values

4. A fault history shall be displayed using an easy to decipher, color coded set of messages that are date and time stamped. Time interval scale shall be user selectable as 20 mins, 2 hours, or 8 hours. The alarm history shall be downloadable from the unit's USB port. An operating and maintenance manual specific for the unit shall be viewable on the screen.
5. All setpoints shall be viewable and changeable (multi-level password protected) on the touch screen and include setpoint description and range of set values.
6. Automatic corrective action to reduce unnecessary cycling shall be accomplished through preemptive control of low evaporator or high discharge pressure conditions to keep the unit operating through abnormal transient conditions.
7. Chiller plant optimization software for multiple chillers shall be provided including automatic control of: at least two (2) chillers, evaporator and condenser pumps (primary and standby), up to 3 stages of cooling tower fan cycling control and a tower modulating bypass valve or cooling tower fan variable frequency drives.
8. The factory supplied VFD and controls should include the following:
   a. High short circuit panel rating of 35kA with a matching circuit breaker
   b. Phase loss protection
   c. Under/over voltage protection
9. Energy saving software logic shall at a minimum offer the following
   a. User programmable compressor soft loading
   b. Chilled water reset
   c. Demand limit control
   d. Staging options lead lag between multiple compressors on a single chiller or on multiple chillers
   e. Plotting of historic trends for optimizing efficiency

PART 3: PERFORMANCE

Cooling Capacity……500 tons
Max full load kW/ton……0.53
Max IPLV kW/ton ……0.31
Evaporator:
EnT/Lvg Temp…….54/44 °F
Flow Rate……1200 GPM
Max WPD…….20 ft.
FF……0.00010 hr-sq ft-deg F/BTU
Condenser
Ent/LWT Temp……85/95 °F
Flow Rate……..1500 GPM
Max WPD……...20 Ft.
FF… ……..0.00025 hr-sq ft-deg F/BTU
Electrical……460/60/3

END OF SECTION

Pricing Scenario # 6

Provide Unit Ventilator and installation
Location: Los Angeles, CA, metro area

Description

PART 1: GENERAL

1.01 References
- A. Comply with the following codes and standards:

1.02 Operation and Maintenance Data
- A. Installation: Install product according to manufacturer's installation instructions during normal hours
- B. Maintenance: Provide instructions for maintenance and service

1.03 Submittals
- A. Submittals shall include the following:
  1. Installation and Operating Manuals.

1.04 Quality Assurance
- A. Ventilator manufacturer must be ISO Certified.
- B. The ventilator shall be tested to job conditions at the manufacturer's plant.

1.05 Warranty
- A. The ventilator manufacturer's standard warranty shall cover parts and labor costs for the repair or replacement of defects in material or workmanship, and include refrigerant for the entire unit, for a period of one year from equipment startup or 18 months from shipment, whichever occurs first, and also include an additional extended warranty for four years on the entire unit including refrigerant coverage. Warranty support shall be provided by company direct or factory authorized service permanently located near the job site.

1.06 Maintenance
- A. Maintenance shall be the responsibility of the owner and performed in accordance with the manufacturer's instructions.

PART 2: PRODUCTS

1. Unit Construction

   All internal sheet metal parts must be made of galvanized steel to inhibit corrosion. The entire frame must be welded construction to provide strength and rigidity. Hidden reinforced top panel support shall be integral with the frame and support the fan assembly. Frames assembled with sheet metal fasteners shall not be acceptable. Unit shall be of a draw-thru design. Blow-thru design is not acceptable. Unit shall have a built-in metal wire raceway from one end compartment to the other.

2. Cabinets

   Exterior cabinet panels shall be constructed of heavy-gauge steel. All sheet metal panels must be cleaned and phosphatized, then painted electrostatically with an oven baked environmentally friendly thermosetting urethane powder finish.

3. Floor Units

   Floor mounted units shall have an integral pipe tunnel for convenient crossover of piping or electrical wiring in accordance with local and National Electric Codes (N.E.C.). The front surface shall consist of three separate, removable panels easily handled by one person. Control compartment must be accessible without removing the entire front panel. Unit top shall have two access doors (one at each end) for access to motor and bearings. Unit discharge grille shall be welded continuous bar type with round edged steel bars placed for a 10° vertical deflection. A 1/4" painted galvanized mesh shall be furnished and located beneath discharge grille. Unit top surface shall be supplied with a textured non-glare paint surface that resists scuffing and hides fingerprints. Units shall come with front adjustable leg levelers. End panels shall ship separately, individually wrapped in plastic and boxed to prevent damage during construction.

4. Room Air Fans and Motor

The unit fan and motor assembly shall be of a modular construction so that it is removable from the top for service, maintenance and access to the coil section for cleaning. The motor and fan assembly shall be low speed design to assure maximum quietness and efficiency. Fans shall be double inlet, forward curved centrifugal type with offset aerodynamic blades. Assembly shall be statically and dynamically balanced. Fan housings shall be steel construction, incorporating logarithmic expansion for quieter operation. Fan shaft shall be 1-1/4" diameter hollow steel with 1-1/4" end bearing. Fan and motor assembly shall be direct drive type. Motor speed shall be controlled by factory mounted multi-tap transformer for High-Medium-Low-Off speeds. Fan/coil arrangement shall be draw-thru design for uniform coil face velocity and discharge air temperature. Motors shall be 115/60/1 NEMA permanent split capacitor (PSC), plug-in type designed specifically for unit ventilator operation. Motors shall be located out of the airstream and have an internal thermal overload device (auto reset). Fan motors and controls shall have each hot line protected by factory installed cartridge type fuse(s). Motors shall have sleeve type bearings and require oiling no more than once annually. Units shall have shaft bearing located out of the air stream. Bearings in the airstream are not acceptable.

5. Face and Bypass Damper

Each unit shall be provided with a factory-installed face and bypass damper, constructed of aluminum. The long sealing surfaces of the damper shall seal positively against stops fitted with extruded EPDM rubber seals. Face and bypass damper stops not fitted with seals shall not be acceptable. The damper ends shall have blended mohair seals glued along the ends for a positive seal. Plastic clip-on brush end seals will not be acceptable. The unit design shall incorporate the face and bypass damper to prevent coil surface wiping and be before the fan in a draw through configuration. Face and bypass damper positioned in the direct discharge of the room fan is not acceptable. The face and bypass damper shall be arranged so a dead air space results between the coil and the damper in a full bypass condition to minimize heat pick up.

6. Outdoor and Room Air Dampers

Each unit shall be provided with separate room air and outdoor air dampers. The room air damper shall be constructed of aluminum using metal-forming techniques to resist twisting and shall be counterbalanced against back pressure. Outdoor air damper shall be two-piece double-wall construction with 1/2" thick, 1.5 lbs. density fiberglass insulation encapsulated between welded 20 ga. galvanized steel blades for rigidity and to inhibit corrosion, and have additional insulation on the exterior surfaces of the damper blade and on the ends of the outdoor air chamber. Dampers shall be fitted with mohair seals along all the sealing edges. Dampers shall use turned-metal principle on long closing ends with no metal-to-metal contact. No plastic or rubber gaskets shall be acceptable. Damper bearings shall be made of nylon or other material which does not require lubrication.

7. Drain Pan

All units shall have a drain pan constructed of corrosion-resistant composite material and shall be insulated. A drain outlet shall be provided on both ends of the pan. The drain hand of connection shall be easily field-reversed to the opposite end. The drain pan shall be able to be sloped in either direction for proper condensate removal. Drain shall be provided with an optional secondary, overflow drain connection on both ends of the pan.

8. Agency Listing

Unit ventilators shall be listed by Underwriters Laboratories Inc. (U.L.) for the United States and Canada. Unit ventilation rate to be certified and tested per Air Conditioning, Heating and Refrigeration Institute (AHRI) standard 840. All units with chilled water coils shall be AHRI certified for performance. Motors shall conform to the latest applicable requirements of NEMA, IEEE, ANSI, and NEC standards.

9. Coils

All hydronic coils shall be constructed with copper tubes and mechanically bonded aluminum corrugated plate fins. All coils shall have aluminum individual unshared fin surfaces. An air brake shall exist between coils. Water coils shall be furnished with a threaded drain plug at the lowest point. A manual air vent shall be provided at the high point of the coil.

10. Filters

Filter shall be one-piece design located to provide filtration of the outdoor air/return air mixture to assure even dust loading and balanced airflow in lieu of separate filters for outdoor air and return. Throwaway filter shall be factory furnished initially installed in all units.

11. Temperature Controls

Each unit ventilator shall be furnished with a factory installed and wired, microprocessor based DDC Unit Ventilator Controller (UVC), by the manufacturer of the unit ventilator, which is pre-programmed, factory pretested prior to shipment and capable of complete, standalone unit control, master-slave arrangement or incorporation into a building-wide network using an optional plug-in communication module. The UVC shall be preprogrammed with the application code required to operate the unit using

ASHRAE Cycle II. The unit control system shall include all required temperature sensors, input/output boards, main microprocessor modules, Local User Interface (referred to as LUI) Touch Pad with Digital LED Display, wiring, 24 volt power and direct coupled damper actuators. The UVC shall support up to 6 analog inputs, 12 binary inputs, and 9 binary outputs plus additional I/O points of 4 analog inputs and 8 binary outputs.

12. Network System

The unit control system shall perform all unit control functions, unit diagnostics and safeties. The unit shall operate in the standalone or network capable mode of operation. Field furnished and installed controls shall not be allowed. When network capable, network communication modules shall be factory installed, tested and able to communicate via plug-in communication modules that connect directly to the UVC using:

a. LonMark Space Comfort Control that supports the LonMark SCC profile number 8500-10 allowing LonWorks network communication capability to the UVC.

Controls shall allow monitoring and adjustment from a portable IBM compatible PC using the applicable software. When using this PC and software, the unit shall be capable of reacting to commands for changes in control sequence and set points.

13. Room Temperature Sensor and Tenant Override Options Unit Mounted

All units shall come equipped with a factory mounted room temperature sensor located in a sampling chamber (front, center panel) where room air is continuously drawn through for fast response to temperature changes in the room. When using a remote wall-mounted temperature sensor the ability shall exist to simply disconnect the unit-mounted temperature sensor using the provided quick disconnect plug. Tenant override switch shall be factory mounted next to the Local User Interface (LUI) Touch Pad to provide a momentary contact closure that causes the unit to enter the “tenant override” operating mode for a set time period (adjustable) of 120 minutes. The room temperature sensor and override switch shall be an optional wall mounted temperature sensor, with integral tenant override capability

14. Wall Mounted Sensor with Tenant Override

A thermistor type temperature sensor with integral tenant override and status LED shall be furnished with the unit ventilators.

a. Remote wall mounted sensor with tenant override

15. External Signal Connections

The unit shall have three (3) multi-pin External Signal Connection Plugs factory provided and pre-wired with short wire whips that is capped for field wiring of:

a. Remote Wall Mounted Temperature Sensor.

16. Performance

Voltage	115/60/1
Min Circuit Amps	3.88
Max Fuse Amps	15
Airflow (CFM)	979
ESP (inH_2O)	0
Fan Speed	High
Motor Power (HP)	0.25
Cooling Coil	
Coil Rows	3
EAT - EDB (°F)	80
EAT - EWB (°F)	67
LDB (°F)	59.1
LWB (°F)	56.3
Fluid Type	No Glycol
EWT	45
LWT	55
Flow Rate (gpm)	6.5
WPD (ft H_2O)	7.53

Total Capacity Btu/hr)	32,502
Sensible Capacity Btu/hr)	22,158
Heating Coil	
Coil Rows	2
EAT - EDB (°F)	70
LAT - LDB (°F)	116.9
Fluid Type	No Glycol
EWT (°F)	180
LWT (°F)	140.2
Flow Rate (gpm)	2.5
WPD (ft H_2O)	1.34
Total Capacity Btu/hr)	49,773

END OF SECTION

Attachment 9 – Cost Proposals / Pricing Forms

Bid Forms and Price Proposal sheets are provided for you. It is not mandatory to submit your cost proposals on these forms. You must however include the same, requested information. A discount percentage, or structure must be clearly delineated.

Pricing for each scenario must be complete, showing all products offered for that scenario, the list price, the discount amount and the final net price for each scenario. Total costs, including a detailed list of all labor categories applicable to each scenario must also be shown and totaled.

BID FORM/PRICE SHEET

SECTION A
Product Pricing

Offeror shall include all product pricing using this format. Use additional space as necessary.

MFG Part No.	Product Name	Product Description	List Price	% Discount off List Price	Net Price

The remainder of this page is intentionally left blank.

BID FORM/PRICE SHEET (CONT'D)

SECTION B
Labor Rates

Normal business hours are defined as: _____

Overtime hours are defined as: _____

Holiday hours are defined as: _____

Using the below format,
Offeror shall provide labor rates by geographic areas, regions, zones or other means for pricing nationally. (for all that are applicable)

		Hourly Rate		
Item	**Labor Classification**	**Normal Business Hours**	**Overtime**	**Holiday**
1	Architect			
2	Asbestos worker			
3	Boilermaker			
4	Concrete finishers			
5	Delivery personnel			
6	Drafting			
7	Drywall and ceiling installers			
8	Electricians			
9	Engineering design			
10	Geothermal well field labor			
11	Heavy equipment operators			
12	HVAC commercial A/C technician			
13	HVAC light commercial			
14	HVAC helper			
15	HVAC field supervisor			

BID FORM/PRICE SHEET (CONT'D)

SECTION B
Labor Rates (Cont'd)

		Hourly Rate		
Item	Labor Classification	Normal Business Hours	Overtime	Holiday
16	HVAC refrigeration technician			
17	HVAC duct installer			
18	HVAC filter technician			
19	HVAC building automation technician			
20	Infrared technician			
21	Insulators			
22	Laborers			
23	Light equipment operators			
24	Metal building assembler			
25	Millwrights			
26	Operating engineer			
27	Painters, wall covering installers			
28	Pipefitters			
29	Plasterers			
30	Plumbers			
31	Project manager			
32	Project administrator			
33	Project engineering			
34	Roofers			
35	Sheet metal workers			
36	Test and balance technician			
37	Tile setters			
38	Waterproofers, caulkers			
39	Water treatment technician			
	Use additional space as necessary to add any additional labor categories.			

BID FORM/PRICE SHEET (CONT'D)

SECTION C
Additional Costs

INSTRUCTIONS:

Offeror shall utilize net product prices and labor rates listed in Sections A and B of this Bid Form/Price Sheet to determine cost for installation of new equipment, maintenance of existing sytems, upgrading of existing infrastructures, turn-key services and any other installation and services offered. If there are other elements that should also be taken into consideration, Offeror shall list these elements below and any associated pricing.

Any Additional Pricing Elements for Installation, Maintenance, Upgrades and Turn-Key Services	Cost
List any other elements to be taken into consideration for installation, maintenance, upgrades and turn-key services	

The remainder of this page is intentionally left blank.

BID FORM/PRICE SHEET (CONT'D)	
SECTION D ***Additional Costs***	
Use the below space to provide pricing for any related products and services your company wishes to be considered.	
Product or Service	**Cost**
Use additional space as necessary	

The remainder of this page is intentionally left blank.

BID FORM/PRICE SHEET (CONT'D)	
SECTION E ***Additional Discounts***	
Insert additional lines as necessary.	
ADDITIONAL DISCOUNTS/INCENTIVES	**COST**
Additional Discounts for volume (i.e. price breaks for multiple products/services, etc.)	
	$
	$
	$
	$
Any additional pricing incentives, discounts or rebates such as for large volume purchases and services, total spend, etc.	
	$
	$
	$
	$
Any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, transit authority, etc.	
	$
	$
	$
	$

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BID FORM/PRICE SHEET (CONT'D)

SECTION F
Pricing Project #1

Use the below format for pricing Rotary Screw Chillers
Location: North Harford Middle School, Pylesville, MD

Detail all applicable product costs from Section A of this Bid Form	List Price	% Discount off List Price	Net Price
Use additional space as necessary			
		Total Product Price	

Detail all applicable labor classifications used from Section B of this Bid Form	Labor Rate	Hours Needed	Total Labor Cost Per Classification
Use additional space as necessary			
		Total Labor Price	
		Total Cost (Product/Labor) for Scenario	

Note any exceptions to the Specifications
Use additional space as necessary

BID FORM/PRICE SHEET (CONT'D)

SECTION F
Pricing Scenario #2

Use the below format for pricing packaged rooftop air conditioner and installation.
Location: Chicago, IL, city limits

Detail all applicable product costs from Section A of this Bid Form	List Price	% Discount off List Price	Net Price
Use additional space as necessary			
		Total Product Price	

Detail all applicable labor classifications used from Section B of this Bid Form	Labor Rate	Hours Needed	Total Labor Cost Per Classification
Use additional space as necessary			
		Total Labor Price	

Total Cost (Product/Labor) for Scenario	

Note any exceptions to the Specifications
Use additional space as necessary

BID FORM/PRICE SHEET (CONT'D)

SECTION F
Pricing Scenario #3

Use the below format for pricing indoor air handling unit.
Location: Portland, OR, metro area

Detail all applicable product costs from Section A of this Bid Form	List Price	% Discount off List Price	Net Price
Use additional space as necessary			
		Total Product Price	

Detail all applicable labor classifications used from Section B of this Bid Form	Labor Rate	Hours Needed	Total Labor Cost Per Classification
Use additional space as necessary			
		Total Labor Price	
		Total Cost (Product/Labor) for Scenario	

Note any exceptions to the Specifications
Use additional space as necessary

BID FORM/PRICE SHEET (CONT'D)

SECTION F
Pricing Scenario #4

Use the below format for pricing air cooled scroll chiller, installation and maintenance for two years.
Location: Jacksonville, FL, metro area

Detail all applicable product costs from Section A of this Bid Form	List Price	% Discount off List Price	Net Price
Use additional space as necessary			
		Total Product Price	

Detail all applicable labor classifications used from Section B of this Bid Form	Labor Rate	Hours Needed	Total Labor Cost Per Classification
Use additional space as necessary			
		Total Labor Price	

Total Cost (Product/Labor) for Scenario	

Note any exceptions to the Specifications
Use additional space as necessary

BID FORM/PRICE SHEET (CONT'D)			
SECTION F ***Pricing Scenario #5***			
Use the below format for pricing centrifugal water chiller, installation and maintenance for two years. **Location: Dallas, TX, metro area**			
Detail all applicable product costs from Section A of this Bid Form	**List Price**	**% Discount off List Price**	**Net Price**
Use additional space as necessary			
		Total Product Price	
Detail all applicable labor classifications used from Section B of this Bid Form	**Labor Rate**	**Hours Needed**	**Total Labor Cost Per Classification**
Use additional space as necessary			
		Total Labor Price	
		Total Cost (Product/Labor) for Scenario	
Note any exceptions to the Specifications			
Use additional space as necessary			

BID FORM/PRICE SHEET (CONT'D)

SECTION F
Pricing Scenario #6

Use the below format for pricing unit ventilator and installation.
Location: Los Angeles, CA, city limits

Detail all applicable product costs from Section A of this Bid Form	List Price	% Discount off List Price	Net Price
Use additional space as necessary			
		Total Product Price	
Detail all applicable labor classifications used from Section B of this Bid Form	**Labor Rate**	**Hours Needed**	**Total Labor Cost Per Classification**
Use additional space as necessary			
		Total Labor Price	
		Total Cost (Product/Labor) for Scenario	
Note any exceptions to the Specifications			
Use additional space as necessary			

BID FORM/PRICE SHEET (CONT'D)

Signature Page

_____
Signature

_____
Company

_____
Name (Print or type)

_____
Email

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Exhibit D
CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **AUDITS and RECORDS**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. Records Retention:

i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City

shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the

notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
   (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
   (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court

or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

    B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Exhibit B
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SECTION 0400

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

         OR

         PURInsuranceCompliance@austintexas.gov

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for a term of 48 months.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	As designated on each departmental order (DO)
Attn:	
Address	
City, State Zip Code	

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

6. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

7. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

8. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/** **.**

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

9. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

10. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

http://www.austintexas.gov/edims/document.cfm?id=277854

A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is $14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.

12. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 20 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 20 percent of the employee's annual compensation while employed by the Contractor.

13. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to City facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges may be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City facility at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the City facility and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. **WORKING ON OR NEAR ENGERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm^2) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

To be designed by the Department upon contract award

CITY OF AUSTIN
CHILLER SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, AND INSPECTION SERVICES
SCOPE OF WORK (Section 0500)
UPDATED 1/10/18

1.0 PURPOSE

The City seeks to establish a cooperative based contract with qualified Contractor(s) who can provide Chiller Systems maintenance and repair services. Services under this contract will include, but not be limited to preventive maintenance, general maintenance (repairs) or replacement of a like item or item of similar purpose, and like-and-kind replacement., The contract that is established resulting from this solicitation will not be intended for construction related services that may require the preparation of drawings or plans by a licensed professional architect or engineer. The equipment is to be maintained and serviced in a safe operating condition at no lesser level than its current condition and to the manufacturer's original equipment specifications.

The City seeks to operate all Chillers and related systems to the highest energy efficient standards possible with existing equipment, and the awarded vendor ("Contractor") shall make recommendations to upgrade equipment where economically feasible and where the City can expect to see a strong return on investment (energy savings) for the new equipment.

These services shall be provided for various City departments. A description of the water-cooled chillers, chilled water, condenser water systems, pumps, and boiler/ hot water systems covered by this agreement are included in **Attachment A**, City of Austin Equipment Listing. Although the City will make every reasonable effort to provide prior notification to the Contractor of changes to the equipment, changes may be made without notice to the Contractor and at no penalty to the City. The City may elect to add or remove departments, locations, and equipment as needed.

It is the City's preference to award a single contract for the maintenance, repair services and parts needed. However, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive and responsible bidder. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous, including by department. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

2.0 CONTRACTOR'S QUALIFICATIONS

The Contractor shall:

2.1 Have a minimum of five (5) continuous years' experience in providing water-cooled chillers, chilled water, and condenser water systems maintenance and service to related commercial systems for organizations in similar size and scope to the City. The Contractor shall submit valid references that confirm the experience requirement on the Section 0700-References document.

2.2 Maintain all licenses that are required by the City and the State of Texas to perform such services. The Contractor shall submit proof of related licenses within five (5) business days upon request by the City. Including, but not limited to:

2.2.1 Submit copies of their valid State of Texas Class "A" License for Air-conditioning Heating and Refrigeration.

2.3 Maintain and operate a full-time, permanent business address located within 30 miles of the Texas State Capitol with the ability to be reached by email and telephone.

2.4 Not have any significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.

2.5 Assign a sufficient number of Technicians to the contract to the support the City's required services, which have successfully completed a 40-hour minimum course in the service and repair of screw chillers or have a minimum of five (5) years air conditioning service experience. In addition, Contractor's technicians performing chiller maintenance or repair shall have a minimum of three (3) years screw-chiller service experience. The Contractor shall submit proof of related experience/training within five (5) business days upon request by the City.

2.6 Be authorized (certified) by the manufacturers listed on the Attachment A, to conduct work on specific equipment and shall perform inspection, testing, repairs, and other work according to manufacturer's literature. The Contractor shall submit proof of related certifications within five (5) business days upon request by the City.

3.0 CONTRACTOR'S REQUIREMENTS

The Contractor Shall:

3.1 Furnish all equipment, labor, and materials required for proper execution of the contract and related services.

3.2 Perform all work in compliance with the Original Equipment Manufacturers' (OEM) requirements, City of Austin Code, applicable State of Texas regulations, and any other Federal or local government regulations as specified herein. All work is subject to inspection and acceptance by the Contract Manager or designee.

3.3 Ensure that the central plant maintenance, water-cooled chillers, air-cooled chillers, chilled water systems, pumps, cooling towers and heating, ventilating, and air conditioning (HVAC) are in compliance with American National Standards Institute (ANSI) and American Society of Mechanical Engineers (ASME).

3.4 Provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, employee training, and transportation necessary for execution of the services provided under this Contract. Any costs associated with meeting this requirement shall be included in the cost of the material bid and not charged separately. The City shall not be charged for incidental costs.

3.5 Maintain a telephone dispatch system that is operational 24-hours per day, seven (7) days per week, and 365 days per year. A telephone answering machine will not meet this requirement.

3.5.1 Maintain a record of the incoming call information for a minimum of one (1) year.

3.6 Provide a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.

3.6.1 The SPOC shall be available via a local number for texting/ paging or the Contractor's telephone dispatch system.

3.6.2 The SPOC shall inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work. The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.

3.6.3 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the

SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

3.7 At the request of a Department, remove from a City facility any employee of the Contractor whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the Contract term without the written consent of the City.

3.8 Upon arrival and departure from the premises, report to the Contract Manager or designee. Upon completion of all routine maintenance or service calls to the facility, the Contractor shall provide a detailed report to the Contract Manager describing services and parts repaired or replaced for each service performed no more than five (5) business-days after service performed. The Contractor shall keep Contract Manager advised of developments relating to the performance of this agreement.

3.9 Schedule a meeting once a quarter, or as otherwise mutually agreed to, with the Contract Manager. Notice of any such meeting may be given by Contract Manager to Contractor either verbally or in writing and will designate the time, date, location, Contractor attendees, and general purpose. Contractor's designated attendees must be present at any such performance meeting.

3.10 Use only parts and components to perform services which are factory new and free of defects in materials and workmanship. Repair parts and components must conform to OEM specifications. If OEM is not available, any repair parts that are not OEM shall be approved by Contract Manager or designee in writing, and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.

3.11 The City will only reimburse the Contractor for the repair parts and materials used per job. The City will not reimburse the Contractor for repair parts and materials purchased and held in Contractor's inventory.

3.12 Provide proof of all labor hours and material charges during the term of the contract. Satisfactory proof of hourly labor charges shall include copies of employee timesheets and company payroll records, as supported by bank statements, which shall be submitted for inspection upon request by the City. Satisfactory proof of material charges shall include copy of suppliers' invoices, properly dated, and itemized by line item used in each job performed for the City. Proof shall be provided by the Contractor within five (5) business days of request by the City, or as specified in the Department's Scope of Work.

3.12.1 Provide with its invoice a copy of a work order ticket signed by the Contract Manager, or designee, showing all maintenance and/or repairs performed. The work order ticket shall be signed by the City representative on completion of work after each service.

3.13 Perform all steps reasonably necessary to protect City property and persons from harm.

3.14 Be fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented Contractor-owned equipment.

3.14.1 Notify the Contract Manager immediately if any damage occurs.

3.14.2 Damages to City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired to the satisfaction of the City by the Contractor, at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

3.14.3 Repair/replace insulation damaged during the chiller inspection and service tasks or during any work on the specified equipment.

3.15 Maintain a neat and orderly working environment to ensure a safe work environment.

3.15.1 Be fully responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.

3.16 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.

3.17 Dispose of all worn/defective parts, oils, solvents, waste, or hazardous materials in accordance with all applicable laws, rules and regulations. The Contractor shall handle, transport, and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. The Contractor shall not store worn or defective parts on City premises. The Contractor shall remove worn/defective parts, materials, oils, solvents from City premises as soon as each job is completed. No disposal shall take place on City property.

3.17.1 Provide within one (1) week, of request by the Contract Manager or designee an electronic copy of a standard form of transportation manifest showing that all used and contaminated lubricants, fluids and hazardous waste were properly handled and disposed.

3.17.2 Not discharge refrigerant into the atmosphere under any circumstances.

3.18 In the event of conflict between this scope of work, manufacturer's literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.

3.19 While performing work on City property, Contractor and Contractor's employees shall remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.

3.20 While performing work on City property, Contractor's employees shall wear uniforms with the Contractor's name clearly displayed on the shirt, company issued photo identification badges, and personal protective equipment.

3.21 The Contract Manager shall have the right to inspect work at any time. The Contractor shall correct any performance discrepancies within fifteen working days from the City's notification.

3.22 Work not included in this scope includes:

- Water treatment or water chemical analysis
- Painting
- Water side tube failure repairs
- Telephone service for 24-hour monitoring
- Computerized Energy Management System
- Building Automation System

- Installations or modifications which impact the structure, or require architectural or mechanical engineering drawings or plans.

4.0 SUSTAINABILITY

4.1 The City's sustainable purchasing objectives include purchasing products and services as described below.

The Contractor shall:

4.1.1 Conserve natural resources including water, energy, and raw materials throughout the product life cycle.

4.1.2 Minimize environmental impacts such as water and air pollution during usage

4.1.3 Eliminate or reduce toxins that create hazards to workers, citizens, wildlife, and the environment

4.1.4 Support up-cycling and recycling efforts as well as utilize products with high recycled content

4.1.5 Reduce environmental impacts in the production and distribution systems

4.1.6 Support worker health, safety, and fair wages

4.1.7 Consider total cost of ownership during the products useful life, including operation, supplies, maintenance, and disposal cost

4.1.8 Make recommendations to the City regarding upgrades and provide the City with an analysis that demonstrates a cost savings over time through energy-savings.

5.0 HOURS OF SERVICE AND RESPONSE TIMES

5.1 Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform all General Services and Preventative Maintenance during Regular Hours, as defined below.

5.1.1 Labor Hours' Time-Designations and Applicable Rates.

Time designations shall be as follows:

5.1.1.1 Regular hours shall be between 6:00 a.m. and 6:00 p.m. Monday through Friday (CST). Hourly rates for regular hours shall be in accordance with the Contractor's supplemental cooperative price sheet.

5.1.1.2 Non-Regular Hours shall be between 6:01 p.m. and 5:59 a.m. Monday through Friday, all day Saturday and Sunday, and Holidays (CST).

5.1.1.3 The Contractor shall not charge an overtime rate for services performed during non-regular hours that were requested to be performed, or could reasonably be completed, during regular business hours.

5.2 If the Contractor is unable to provide these services during the designated Regular Hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during Non-Regular Hours. Work performed during Non-Regular Hours which are covered under this provision, shall be billed at the Regular Hourly Labor Rate in accordance with the Contractor's supplemental cooperative price sheet..

5.3 The Contractor may be required to perform services during Non-Regular Hours as defined in this Scope of Work. The Contractor shall not invoice at the Non-Regular Hour rate for services unless requested and approved in writing by the City Contract Manager or designee prior to starting the work.

5.4 Non-regular hourly rate may be billed to the City up to 150% (time and a half) of the regular hours.

5.5 Be available for urgent service calls 24-hours per day, 365 days a year with a maximum response time of sixty (60) minutes from the time the call is made to the time the Contractor's mechanic signs in with the Departmental Contact Person (Contract Manager, or designee).

5.5.1 Provide a written estimate of the total cost of work including the estimated time of completion will be submitted in writing to the Departmental Contact Person within 24 hours, and at no cost to the City.

6.0 TRANSPORTATION AND PARKING

The Contractor shall:

6.1 Provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

6.2 Not charge separately for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the hourly bid rates.

7.0 RECORD KEEPING

7.1 Annual Meeting

7.1.1 Contractor shall coordinate a meeting two (2) months before the anniversary contract date and as requested by the City Department, in person or via a teleconference to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance.

7.2 Work Order Tickets

7.2.1 Work Order Tickets shall include status of the testing, inspection, repair and maintenance performed and identify any abnormalities, actions taken, and recommended corrective action(s). The Original Equipment Manufacturers (OEM) specifications shall be used to determine efficiency losses, conditions found, and corrective action(s).

7.2.2 Contractor and City's department Contract Manager shall both sign the Work Order ticket upon completion of each service visit certifying that all information is truthful and accurate. Falsification of any records is grounds for termination of this agreement.

7.2.3 Copies of signed Work Order tickets shall be included with the submission of all Service Reports and Invoices.

7.3 On-Site Service Log Book

7.3.1 A typed and bound Service Log Book shall be permanently maintained inside each Department's Mechanical Room and shall become the property of each City department.

7.3.2 Service Log Book shall list the following information for each service visit: Name of Building, equipment type(s), and serial number.

7.3.3 A signed entry in the Service Log Book is required for each visit by the attending service mechanic showing the date, start time, duration of visit and type of service performed.

7.3.4 Service Log Book shall contain a completed Manufacturer Designated Checklist for each inspection or service call.

7.3.5 Specific information regarding malfunctions encountered, including corrective action taken, parts replaced, general comments regarding the condition of the equipment and Mechanical Room, and items which may require special attention or future visits must be documented in Service Log Book. Logs shall reflect equipment inspected, general condition, operating data, noises, vibration, temperatures, and pressure.

7.3.6 The City's department Contract Manager may also make entries in the Log Book.

7.3.7 During service visits, attending service mechanic shall review past operating reports and logs to determine potential problems or leaks.

7.4 Service Reports

7.4.1 Comprehensive written Service Reports on the status of testing, inspections, repairs and maintenance performed shall be typed and bound within a clear covered folder and include an executive summary transmittal letter, title page, table of contents, body, and an appendix with field recorder data.

7.4.2 Service Reports shall include, but not be limited to, a description of services performed, parts used, test results, and recommendations for improved equipment performance.

7.4.2.1 A computer generated printout from the processor on York chiller shall be included.

7.4.3 Contractor shall submit signed Service Reports for monthly and/or quarterly maintenance, annual inspection, and as-needed (unscheduled and/or emergency) services to Contract Manager within five (5) business days after the service was performed.

7.4.4 Service Reports shall include copies of Work Order Tickets for service dates covered on each report.

7.5 Emergency Service – Major Repairs

7.5.1 For unscheduled (emergency) service calls requiring major repairs or parts replacement, a written report shall be submitted to Contract Manager for approval before major repairs are made. Costs for major repairs identified during unscheduled service calls shall be handled outside of this agreement.

7.6 Special Reports

7.6.1 For the Aviation Department (ABIA), the following reports shall be submitted within five (5) business days after the service date: Oil Analysis Report, Eddy Current Report, and Vibration Testing Report. Please refer to the ABIA section for each report's detailed requirements.

8.0 SAFETY REQUIREMENTS

The Contractor shall:

8.1 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).

8.2 Be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:

8.3 Require all personnel to wear appropriate personal protection equipment at all times.

8.4 Have only personnel operating equipment or handling materials which is fully trained in the safe operation of the equipment or materials.

8.5 The Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.

8.6 Block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.

8.7 Post safety warnings (signs) as necessary to ensure safe operations.

8.8 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.

8.9 Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous conditions while performing services under this Contract.

8.10 Regulatory Requirements: To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards, https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1910) as revised or amended from time to time.

8.11 Comply with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.

8.12 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City immediately, and no more than one (1) business day, of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.

8.13 Comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the City.

8.14 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. Failure or refusal to comply with safety requirements, may result in a stop work order for all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim to the City for extension of time or for excess costs or damages.

9.0 CONTRACT CLOSE-OUT

9.1 Agree to provide a "phase-out" or "transition" of services beginning at a mutually agreeable time, but at least one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.

9.2 Submit the final invoice(s) in accordance with Section 0400, Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the items of Contract Close-Out or if the Contractor owes the City any monies, invoice credits, reimbursements, or payments.

9.3 Coordinate a meeting two (2) months before the anniversary contract date as requested by the City, in person or via a teleconference to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance.

9.4 Two (2) months before expiration of any agreement awarded from this solicitation, the Contractor shall provide the Contract Manager with a complete final report on the condition of the Central Plant and HVAC equipment. The final report must include inspection, test reports, and certified statements signed by the Contractor verifying to the condition of the Central Plant and HVAC equipment.

10.0 OMISSIONS

10.1 Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the bidder in their bid submittal.

11.0 WARRANTY

11.1 Provide a written warranty for all parts and labor and workmanship upon completion of each job. The warranty shall be guaranteed for a minimum of one year from completion date and shall be warranted against any malfunctions or defects in products, services/labor, and parts and for workmanship of replacement components services. If the manufacturer's warranty is longer for any part(s) provided in repair or service work performed, then the longer warranty shall apply.

12.0 CONFLICTING REQUIREMENTS

12.1 If there is any conflict between the general provisions of this Scope of work and the requirements outlined in each specific Department's Scope of Work, the provisions of the applicable Department's Scope of Work shall prevail.

Austin Public Library (APL)

1.0 Regularly Scheduled Service

The Contractor Shall:

1.1 Provide regular service calls monthly in order to perform routine maintenance of the equipment covered under the agreement.

1.2 Provide regular services during Monday through Friday, 7:00 am to 3:00 pm between the 5th and the 15th of each month and shall be scheduled a minimum of 48 hours in advance with designated Contract Manager, or designee.

1.3 The OEM specifications shall be used to determine efficiency losses.

1.4 Regularly scheduled service calls shall at a minimum include refrigerant check, "oil & grease" service, and cleaning and adjusting of controls and contacts.

2.0 Annual Preventive Maintenance Service and Inspections

The Contractor Shall:

2.2 Perform Annual Preventive Maintenance during the winter months for the chillers and summer months for the boilers. Annual inspection and maintenance shall be scheduled a minimum of 48 hours in advance with the Contract Manager, or designee.

2.3 Annual maintenance service on chillers shall include, at a minimum, head removal, tube inspection, and repairs on refrigerant and/or water side of chillers, and tube brush cleaning of each chiller condenser and evaporator. All annual maintenance of other equipment as recommended by the OEM shall be included in annual maintenance service calls.

2.4 Annual maintenance service on cooling tower shall include, at a minimum, cleaning the entire cooling tower, including, but not limited to, hot basin, cold basin, drift eliminators/fill, cleaning or replacement of strainers. All annual maintenance of other equipment as recommended by the OEM shall be included in annual maintenance service calls.

2.4.1 Annual maintenance of boilers shall include, at a minimum, heat exchanger inspection and cleaning, burner inspection, cleaning, and repair/replacement of worn burners, tube brush cleaning of heat exchanger and headers (if applicable), inspection and leak test of all gas components, inspection of all flue components and verification of both positive draft and complete combustion (flue gas analysis), inspection and verification that all safeties are functioning properly including Enervex exhaust fan, inspection and replacement (as necessary) of condensate neutralization materials. All annual maintenance of other equipment as recommended by the OEM shall be included in annual maintenance service calls.

3.0 Unscheduled Service Calls

3.1 Unscheduled (emergency) service calls shall have a two (2) hour response time from the time the contractor is notified until the time a qualified service representative arrives on site.

3.2 Unscheduled service calls are to include diagnosis, adjustment, and minor repairs and parts replacement as necessary. Major repairs or parts replacement needed shall be reported to Contract Manager in a written report before repairs are made. Cost for major repairs identified during unscheduled service calls shall be handled outside this agreement.

Exhibit F
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION
SECTION 0800

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment,

recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR TRANE

Authorized Signature Wally Baker

Title General Sales Mgr

Exhibit G
City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: FRANE

Signature of Officer or Authorized Representative: Wally Bomhoff Date: 5/17/2018

Printed Name: WALLY BOMHOFF

Title: GENERAL SALES MGR.

Exhibit H
CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
SECTION 0815
(*Please duplicate as needed*)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $14.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $14.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $14.00 per hour.

Contractor's Name: TRANE

Signature of Officer or Authorized Representative: Wally Bomhoff Date: 5/17/2018

Printed Name: WALLY BOMHOFF

Title: GENERAL SALES MGR

Exhibit I
CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION
SECTION 0820

Contract Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Prime Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $14.00 per hour, and is further responsible for assuring that employees of all tiers of subcontractors are likewise paid a minimum Living Wage equal to or greater than $14.00. In addition, employees of both the Prime Contractor and all tiers of subcontractors directly assigned to the referenced contract are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than $14.00 per hour.

Employee's Title:	
Signature of Employee	Date
Type or Print Name	

_____
(Witness Signature)

_____
(Printed Name)

To report a non-compliance issue with the City of Austin's Living Wage Program on this contract, please send an email to PurchasingContractsHelp@austintexas.gov

WAGE RATES AND PAYROLL REPORTING
Section 00830

1. PAYMENT

1.1 Classification Definitions, Building and Heavy and Highway

1.1.1 Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

1.2 Minimum Wages

1.2.1 Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the $14.00 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the $14.00 minimum wage required.

1.2.2 Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

1.2.3 All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

1.2.4 Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

1.3 Overtime Requirements

1.3.1 No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

1.3.2 Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

2. APPRENTICES

2.1 Locally and Federally Funded Projects

2.1.1 The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

2.1.2 Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction prior to using any Apprentices or Trainees on this Contract.

3. WITHHOLDING PAYMENTS

3.1 OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

4. PAYROLLS

4.1 CONTRACTOR shall keep records showing:

4.1.1 The name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.

4.1.2 The actual per diem wages paid to each worker

4.1.3 Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by

them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.

4.1.4 Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Sub subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

4.2 The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.

4.3 A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:

4.3.1 Name of signatory party and title

4.3.2 Name of project, payroll period and

4.3.3 Name of CONTRACTOR or Subcontractor

4.4 The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

4.5 Federal Funding. In the event that federal funding is used:

4.5.1 Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

4.5.2 Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.

4.5.3 Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. NONCOMPLIANCE

5.1 According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

5.2 Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

6.1 Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.

6.1.1 Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.

6.1.2 The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.

6.2 For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:

6.2.1 A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.

6.2.2 A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.

6.3 Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

7.1 Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates for This Project Are Attached

END

WAGE RATE DETERMINATION

Building Construction Type
County Name: TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision: TX170323 01/12/2018 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least $14.00 / hour.

Classification	**DOL Rate** For info Only	**Adjusted Wage Rate Required** Pursuant to City Ordinance	**DOL Fringes**	**Total Minimum Wage Rate Required**
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	$ 22.22	$ 22.22	$ 10.02	$ 32.24
Boilermaker	$ 28.00	$ 28.00	$ 22.35	$ 50.35
Bricklayer	$ 20.07	$ 20.07	$ -	$ 20.07
Carpenter	$ 21.96	$ 21.96	$ 7.90	$ 29.86
Carpenter (Acoustical Ceiling Installation only)	$ 14.00	$ 14.00	$ -	$ 14.00
Carpenter (Form Work Only)	$ 15.62	$ 15.62	$ 0.05	$ 15.67
Cement Mason/Concrete Finisher	$ 15.71	$ 15.71	$ -	$ 15.71
Drywall Finisher/Taper	$ 17.06	$ 17.06	$ 4.43	$ 21.49
Drywall Hanger and Metal Stud Installer	$ 17.47	$ 17.47	$ 3.45	$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	$ 18.00	$ 18.00	$ 2.30	$ 20.30
** Electrician (Excludes Installation of Sound and Communication Systems	$ 27.51	$ 27.51	$ 8.11	$ 35.62
***Elevator Mechanic <5 years' experience	$ 39.70	$ 39.70	$ 35.03	$ 74.73
***Elevator Mechanic >5 years' experience	$ 39.70	$ 39.70	$ 35.83	$ 75.53
Floor Layer (Carpet)	$ 21.88	$ 21.88	$ -	$ 21.88
Glazier	$ 12.83	$ 14.00	$ -	$ 14.00
HVAC Mechanic (HVAC Unit Installation Only)	$ 23.78	$ 23.78	$ 6.89	$ 30.67
Ironworker, Ornamental	$ 23.27	$ 23.27	$ 7.12	$ 30.39
Ironworker, Reinforcing	$ 12.27	$ 14.00	$ -	$ 14.00
Ironworker, Structural	$ 20.73	$ 20.73	$ 5.24	$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	$ 14.00	$ -	$ 14.00
Laborer, Common or General	$ 11.44	$ 14.00	$ -	$ 14.00
Laborer, Mason Tender - Brick	$ 12.22	$ 14.00	$ -	$ 14.00
Laborer, Mason Tender - Cement/Concrete	$ 11.85	$ 14.00	$ -	$ 14.00

Laborer, Pipelayer	$ 12.45	$ 14.00	$ -	$ 14.00
Laborer, Roof Tearoff	$ 11.28	$ 14.00	$ -	$ 14.00
Operator, Backhoe/Excavator/Trackhoe	$ 19.43	$ 19.43	$ 3.49	$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	$ 13.00	$ 14.00	$ -	$ 14.00
Operator, Bulldozer	$ 14.00	$ 14.00	$ -	$ 14.00
Operator, Crane	$ 34.85	$ 34.85	$ 9.85	$ 44.70
Operator, Drill	$ 14.50	$ 14.50	-	$ 14.50
Operator, Forklift	$ 16.64	$ 16.64	$ 6.26	$ 22.90
Operator, Grader/Blade	$ 19.30	$ 19.30	$ -	$ 19.30
Operator, Loader	$ 14.00	$ 14.00	$ -	$ 14.00
Operator, Mechanic	$ 18.75	$ 18.75	$ 5.12	$ 23.87
Operator, Paver (Asphalt, Aggregate, and	$ 16.03	$ 16.03	$ -	$ 16.03
Operator, Roller	$ 11.25	$ 14.00	$ -	$ 14.00
Painter (Brush, Roller, and Spray, Excludes	$ 18.76	$ 18.76	$ 6.35	$ 25.11
Pipefitter (Including HVAC Pipe Installation)	$ 28.78	$ 28.78	$ 12.33	$ 41.11
Plumber, Excludes HVAC Pipe Installation	$ 23.57	$ 23.57	$ 6.37	$ 29.94
Roofer	$ 12.00	$ 14.00	$ -	$ 14.00
*Roofer, Metal	$ 14.05	$ 14.05	$ -	$ 14.05
Sheet Metal Worker (Including HVAC Duct	$ 24.85	$ 24.85	$ 14.93	$ 39.78
Sprinkler Fitter (Fire Sprinklers)	$ 29.03	$ 29.03	$ 15.84	$ 44.87
Tile Finisher	$ 11.32	$ 14.00	$ -	$ 14.00
Tile Setter	$ 16.35	$ 16.35	$ -	$ 16.35
Truck Driver, Dump Truck	$ 12.39	$ 14.00	$ 1.18	$ 15.18
Truck Driver, Flatbed Truck	$ 19.65	$ 19.65	$ 8.57	$ 28.22
Truck Driver, Semi-Trailer Truck	$ 12.50	$ 14.00	-	$ 14.00
Truck Driver, Water Truck	$ 12.00	$ 14.00	$ 4.11	$ 18.11
Waterproofer	$ 16.30	$ 16.30	$ 0.06	$ 16.36

http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX170323 or other sources.

1. <u>ADDITIONAL TRADE INFORMATION</u>

**Electricians - Including low voltage wiring for computers, fire/smoke alarms.
***Elevator Mechanics - also must be paid for 7 holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.
Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with

sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. WAGES

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher. City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least $14.00/hour. The cash portion of their compensation must meet or exceed this amount.

3. CREDITING FRINGE BENEFIT CONTRIBUTIONS TO MEET DBA/DBRA AND CITY OF AUSTIN REQUIREMENTS

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

> Life Insurance
> Health Insurance
> Pension
> Vacation
> Holidays
> Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (See 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. ANNUALIZATION OF BENEFIT COSTS

If a firm provides an electrician with $200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([$200 x 12 months] divided by 2080 hours = $1.15 per hour) should be used.

5. PROPER DESIGNATION OF TRADE

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. SPLIT CLASSIFICATION

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be

accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
==========
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

6.1 Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: **PLUM0198-005 07/01/2014**. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014. Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

6.2 Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: **SULA2012-007 5/13/2014**. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

6.3 Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: **UAVG-OH-0010 08/29/2014**. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate

is based.

7. WAGE DETERMINATION APPEALS PROCESS

7.1 Has there been an initial decision in the matter? This can be:

- **.1** An existing published wage determination
- **.2** A survey underlying a wage determination
- **.3** A Wage and Hour Division letter setting forth a position on a wage determination matter
- **.4** A conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in .**2** and **.3** should be followed.

7.2 With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determination
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

7.3 If the answer to the question in .**1** is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

7.3 If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

7.4 All decisions by the Administrative Review Board are final.

END

Exhibit B
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SECTION 0400

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

         OR

         PURInsuranceCompliance@austintexas.gov

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for a term of 48 months.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	As designated on each departmental order (DO)
Attn:	
Address	
City, State Zip Code	

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

6. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

7. **HAZARDOUS MATERIALS:**

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

8. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/** **.**

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

9. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

10. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

http://www.austintexas.gov/edims/document.cfm?id=277854

A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is $14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.

12. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 20 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 20 percent of the employee's annual compensation while employed by the Contractor.

13. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to City facilities by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges may be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City facility at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the City facility and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. **WORKING ON OR NEAR ENGERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm^2) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

To be designed by the Department upon contract award

CITY OF AUSTIN
CHILLER SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, AND INSPECTION SERVICES
SCOPE OF WORK (Section 0500)
UPDATED 1/10/18

1.0 PURPOSE

The City seeks to establish a cooperative based contract with qualified Contractor(s) who can provide Chiller Systems maintenance and repair services. Services under this contract will include, but not be limited to preventive maintenance, general maintenance (repairs) or replacement of a like item or item of similar purpose, and like-and-kind replacement., The contract that is established resulting from this solicitation will not be intended for construction related services that may require the preparation of drawings or plans by a licensed professional architect or engineer. The equipment is to be maintained and serviced in a safe operating condition at no lesser level than its current condition and to the manufacturer's original equipment specifications.

The City seeks to operate all Chillers and related systems to the highest energy efficient standards possible with existing equipment, and the awarded vendor ("Contractor") shall make recommendations to upgrade equipment where economically feasible and where the City can expect to see a strong return on investment (energy savings) for the new equipment.

These services shall be provided for various City departments. A description of the water-cooled chillers, chilled water, condenser water systems, pumps, and boiler/ hot water systems covered by this agreement are included in **Attachment A**, City of Austin Equipment Listing. Although the City will make every reasonable effort to provide prior notification to the Contractor of changes to the equipment, changes may be made without notice to the Contractor and at no penalty to the City. The City may elect to add or remove departments, locations, and equipment as needed.

It is the City's preference to award a single contract for the maintenance, repair services and parts needed. However, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive and responsible bidder. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous, including by department. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

2.0 CONTRACTOR'S QUALIFICATIONS

The Contractor shall:

2.1 Have a minimum of five (5) continuous years' experience in providing water-cooled chillers, chilled water, and condenser water systems maintenance and service to related commercial systems for organizations in similar size and scope to the City. The Contractor shall submit valid references that confirm the experience requirement on the Section 0700-References document.

2.2 Maintain all licenses that are required by the City and the State of Texas to perform such services. The Contractor shall submit proof of related licenses within five (5) business days upon request by the City. Including, but not limited to:

2.2.1 Submit copies of their valid State of Texas Class "A" License for Air-conditioning Heating and Refrigeration.

2.3 Maintain and operate a full-time, permanent business address located within 30 miles of the Texas State Capitol with the ability to be reached by email and telephone.

2.4 Not have any significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.

2.5 Assign a sufficient number of Technicians to the contract to the support the City's required services, which have successfully completed a 40-hour minimum course in the service and repair of screw chillers or have a minimum of five (5) years air conditioning service experience. In addition, Contractor's technicians performing chiller maintenance or repair shall have a minimum of three (3) years screw-chiller service experience. The Contractor shall submit proof of related experience/training within five (5) business days upon request by the City.

2.6 Be authorized (certified) by the manufacturers listed on the Attachment A, to conduct work on specific equipment and shall perform inspection, testing, repairs, and other work according to manufacturer's literature. The Contractor shall submit proof of related certifications within five (5) business days upon request by the City.

3.0 CONTRACTOR'S REQUIREMENTS

The Contractor Shall:

3.1 Furnish all equipment, labor, and materials required for proper execution of the contract and related services.

3.2 Perform all work in compliance with the Original Equipment Manufacturers' (OEM) requirements, City of Austin Code, applicable State of Texas regulations, and any other Federal or local government regulations as specified herein. All work is subject to inspection and acceptance by the Contract Manager or designee.

3.3 Ensure that the central plant maintenance, water-cooled chillers, air-cooled chillers, chilled water systems, pumps, cooling towers and heating, ventilating, and air conditioning (HVAC) are in compliance with American National Standards Institute (ANSI) and American Society of Mechanical Engineers (ASME).

3.4 Provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, employee training, and transportation necessary for execution of the services provided under this Contract. Any costs associated with meeting this requirement shall be included in the cost of the material bid and not charged separately. The City shall not be charged for incidental costs.

3.5 Maintain a telephone dispatch system that is operational 24-hours per day, seven (7) days per week, and 365 days per year. A telephone answering machine will not meet this requirement.

3.5.1 Maintain a record of the incoming call information for a minimum of one (1) year.

3.6 Provide a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.

3.6.1 The SPOC shall be available via a local number for texting/ paging or the Contractor's telephone dispatch system.

3.6.2 The SPOC shall inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work. The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.

3.6.3 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the

SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

3.7 At the request of a Department, remove from a City facility any employee of the Contractor whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the Contract term without the written consent of the City.

3.8 Upon arrival and departure from the premises, report to the Contract Manager or designee. Upon completion of all routine maintenance or service calls to the facility, the Contractor shall provide a detailed report to the Contract Manager describing services and parts repaired or replaced for each service performed no more than five (5) business-days after service performed. The Contractor shall keep Contract Manager advised of developments relating to the performance of this agreement.

3.9 Schedule a meeting once a quarter, or as otherwise mutually agreed to, with the Contract Manager. Notice of any such meeting may be given by Contract Manager to Contractor either verbally or in writing and will designate the time, date, location, Contractor attendees, and general purpose. Contractor's designated attendees must be present at any such performance meeting.

3.10 Use only parts and components to perform services which are factory new and free of defects in materials and workmanship. Repair parts and components must conform to OEM specifications. If OEM is not available, any repair parts that are not OEM shall be approved by Contract Manager or designee in writing, and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.

3.11 The City will only reimburse the Contractor for the repair parts and materials used per job. The City will not reimburse the Contractor for repair parts and materials purchased and held in Contractor's inventory.

3.12 Provide proof of all labor hours and material charges during the term of the contract. Satisfactory proof of hourly labor charges shall include copies of employee timesheets and company payroll records, as supported by bank statements, which shall be submitted for inspection upon request by the City. Satisfactory proof of material charges shall include copy of suppliers' invoices, properly dated, and itemized by line item used in each job performed for the City. Proof shall be provided by the Contractor within five (5) business days of request by the City, or as specified in the Department's Scope of Work.

3.12.1 Provide with its invoice a copy of a work order ticket signed by the Contract Manager, or designee, showing all maintenance and/or repairs performed. The work order ticket shall be signed by the City representative on completion of work after each service.

3.13 Perform all steps reasonably necessary to protect City property and persons from harm.

3.14 Be fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented Contractor-owned equipment.

3.14.1 Notify the Contract Manager immediately if any damage occurs.

3.14.2 Damages to City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired to the satisfaction of the City by the Contractor, at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

3.14.3 Repair/replace insulation damaged during the chiller inspection and service tasks or during any work on the specified equipment.

3.15 Maintain a neat and orderly working environment to ensure a safe work environment.

3.15.1 Be fully responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.

3.16 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.

3.17 Dispose of all worn/defective parts, oils, solvents, waste, or hazardous materials in accordance with all applicable laws, rules and regulations. The Contractor shall handle, transport, and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. The Contractor shall not store worn or defective parts on City premises. The Contractor shall remove worn/defective parts, materials, oils, solvents from City premises as soon as each job is completed. No disposal shall take place on City property.

3.17.1 Provide within one (1) week, of request by the Contract Manager or designee an electronic copy of a standard form of transportation manifest showing that all used and contaminated lubricants, fluids and hazardous waste were properly handled and disposed.

3.17.2 Not discharge refrigerant into the atmosphere under any circumstances.

3.18 In the event of conflict between this scope of work, manufacturer's literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.

3.19 While performing work on City property, Contractor and Contractor's employees shall remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.

3.20 While performing work on City property, Contractor's employees shall wear uniforms with the Contractor's name clearly displayed on the shirt, company issued photo identification badges, and personal protective equipment.

3.21 The Contract Manager shall have the right to inspect work at any time. The Contractor shall correct any performance discrepancies within fifteen working days from the City's notification.

3.22 Work not included in this scope includes:

- Water treatment or water chemical analysis
- Painting
- Water side tube failure repairs
- Telephone service for 24-hour monitoring
- Computerized Energy Management System
- Building Automation System

- Installations or modifications which impact the structure, or require architectural or mechanical engineering drawings or plans.

4.0 SUSTAINABILITY

4.1 The City's sustainable purchasing objectives include purchasing products and services as described below.

The Contractor shall:

4.1.1 Conserve natural resources including water, energy, and raw materials throughout the product life cycle.

4.1.2 Minimize environmental impacts such as water and air pollution during usage

4.1.3 Eliminate or reduce toxins that create hazards to workers, citizens, wildlife, and the environment

4.1.4 Support up-cycling and recycling efforts as well as utilize products with high recycled content

4.1.5 Reduce environmental impacts in the production and distribution systems

4.1.6 Support worker health, safety, and fair wages

4.1.7 Consider total cost of ownership during the products useful life, including operation, supplies, maintenance, and disposal cost

4.1.8 Make recommendations to the City regarding upgrades and provide the City with an analysis that demonstrates a cost savings over time through energy-savings.

5.0 HOURS OF SERVICE AND RESPONSE TIMES

5.1 Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform all General Services and Preventative Maintenance during Regular Hours, as defined below.

5.1.1 Labor Hours' Time-Designations and Applicable Rates.

Time designations shall be as follows:

5.1.1.1 Regular hours shall be between 6:00 a.m. and 6:00 p.m. Monday through Friday (CST). Hourly rates for regular hours shall be in accordance with the Contractor's supplemental cooperative price sheet.

5.1.1.2 Non-Regular Hours shall be between 6:01 p.m. and 5:59 a.m. Monday through Friday, all day Saturday and Sunday, and Holidays (CST).

5.1.1.3 The Contractor shall not charge an overtime rate for services performed during non-regular hours that were requested to be performed, or could reasonably be completed, during regular business hours.

5.2 If the Contractor is unable to provide these services during the designated Regular Hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during Non-Regular Hours. Work performed during Non-Regular Hours which are covered under this provision, shall be billed at the Regular Hourly Labor Rate in accordance with the Contractor's supplemental cooperative price sheet..

5.3 The Contractor may be required to perform services during Non-Regular Hours as defined in this Scope of Work. The Contractor shall not invoice at the Non-Regular Hour rate for services unless requested and approved in writing by the City Contract Manager or designee prior to starting the work.

5.4 Non-regular hourly rate may be billed to the City up to 150% (time and a half) of the regular hours.

5.5 Be available for urgent service calls 24-hours per day, 365 days a year with a maximum response time of sixty (60) minutes from the time the call is made to the time the Contractor's mechanic signs in with the Departmental Contact Person (Contract Manager, or designee).

5.5.1 Provide a written estimate of the total cost of work including the estimated time of completion will be submitted in writing to the Departmental Contact Person within 24 hours, and at no cost to the City.

6.0 TRANSPORTATION AND PARKING

The Contractor shall:

6.1 Provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

6.2 Not charge separately for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the hourly bid rates.

7.0 RECORD KEEPING

7.1 Annual Meeting

7.1.1 Contractor shall coordinate a meeting two (2) months before the anniversary contract date and as requested by the City Department, in person or via a teleconference to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance.

7.2 Work Order Tickets

7.2.1 Work Order Tickets shall include status of the testing, inspection, repair and maintenance performed and identify any abnormalities, actions taken, and recommended corrective action(s). The Original Equipment Manufacturers (OEM) specifications shall be used to determine efficiency losses, conditions found, and corrective action(s).

7.2.2 Contractor and City's department Contract Manager shall both sign the Work Order ticket upon completion of each service visit certifying that all information is truthful and accurate. Falsification of any records is grounds for termination of this agreement.

7.2.3 Copies of signed Work Order tickets shall be included with the submission of all Service Reports and Invoices.

7.3 On-Site Service Log Book

7.3.1 A typed and bound Service Log Book shall be permanently maintained inside each Department's Mechanical Room and shall become the property of each City department.

7.3.2 Service Log Book shall list the following information for each service visit: Name of Building, equipment type(s), and serial number.

7.3.3 A signed entry in the Service Log Book is required for each visit by the attending service mechanic showing the date, start time, duration of visit and type of service performed.

7.3.4 Service Log Book shall contain a completed Manufacturer Designated Checklist for each inspection or service call.

7.3.5 Specific information regarding malfunctions encountered, including corrective action taken, parts replaced, general comments regarding the condition of the equipment and Mechanical Room, and items which may require special attention or future visits must be documented in Service Log Book. Logs shall reflect equipment inspected, general condition, operating data, noises, vibration, temperatures, and pressure.

7.3.6 The City's department Contract Manager may also make entries in the Log Book.

7.3.7 During service visits, attending service mechanic shall review past operating reports and logs to determine potential problems or leaks.

7.4 Service Reports

7.4.1 Comprehensive written Service Reports on the status of testing, inspections, repairs and maintenance performed shall be typed and bound within a clear covered folder and include an executive summary transmittal letter, title page, table of contents, body, and an appendix with field recorder data.

7.4.2 Service Reports shall include, but not be limited to, a description of services performed, parts used, test results, and recommendations for improved equipment performance.

7.4.2.1 A computer generated printout from the processor on York chiller shall be included.

7.4.3 Contractor shall submit signed Service Reports for monthly and/or quarterly maintenance, annual inspection, and as-needed (unscheduled and/or emergency) services to Contract Manager within five (5) business days after the service was performed.

7.4.4 Service Reports shall include copies of Work Order Tickets for service dates covered on each report.

7.5 Emergency Service – Major Repairs

7.5.1 For unscheduled (emergency) service calls requiring major repairs or parts replacement, a written report shall be submitted to Contract Manager for approval before major repairs are made. Costs for major repairs identified during unscheduled service calls shall be handled outside of this agreement.

7.6 Special Reports

7.6.1 For the Aviation Department (ABIA), the following reports shall be submitted within five (5) business days after the service date: Oil Analysis Report, Eddy Current Report, and Vibration Testing Report. Please refer to the ABIA section for each report's detailed requirements.

8.0 SAFETY REQUIREMENTS

The Contractor shall:

8.1 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).

8.2 Be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:

8.3 Require all personnel to wear appropriate personal protection equipment at all times.

8.4 Have only personnel operating equipment or handling materials which is fully trained in the safe operation of the equipment or materials.

8.5 The Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.

8.6 Block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.

8.7 Post safety warnings (signs) as necessary to ensure safe operations.

8.8 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.

8.9 Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous conditions while performing services under this Contract.

8.10 Regulatory Requirements: To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards, https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1910) as revised or amended from time to time.

8.11 Comply with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.

8.12 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City immediately, and no more than one (1) business day, of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.

8.13 Comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the City.

8.14 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. Failure or refusal to comply with safety requirements, may result in a stop work order for all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim to the City for extension of time or for excess costs or damages.

9.0 CONTRACT CLOSE-OUT

9.1 Agree to provide a "phase-out" or "transition" of services beginning at a mutually agreeable time, but at least one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.

9.2 Submit the final invoice(s) in accordance with Section 0400, Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the items of Contract Close-Out or if the Contractor owes the City any monies, invoice credits, reimbursements, or payments.

9.3 Coordinate a meeting two (2) months before the anniversary contract date as requested by the City, in person or via a teleconference to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance.

9.4 Two (2) months before expiration of any agreement awarded from this solicitation, the Contractor shall provide the Contract Manager with a complete final report on the condition of the Central Plant and HVAC equipment. The final report must include inspection, test reports, and certified statements signed by the Contractor verifying to the condition of the Central Plant and HVAC equipment.

10.0 OMISSIONS

10.1 Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the bidder in their bid submittal.

11.0 WARRANTY

11.1 Provide a written warranty for all parts and labor and workmanship upon completion of each job. The warranty shall be guaranteed for a minimum of one year from completion date and shall be warranted against any malfunctions or defects in products, services/labor, and parts and for workmanship of replacement components services. If the manufacturer's warranty is longer for any part(s) provided in repair or service work performed, then the longer warranty shall apply.

12.0 CONFLICTING REQUIREMENTS

12.1 If there is any conflict between the general provisions of this Scope of work and the requirements outlined in each specific Department's Scope of Work, the provisions of the applicable Department's Scope of Work shall prevail.

Austin Public Library (APL)

1.0 Regularly Scheduled Service

The Contractor Shall:

1.1 Provide regular service calls monthly in order to perform routine maintenance of the equipment covered under the agreement.

1.2 Provide regular services during Monday through Friday, 7:00 am to 3:00 pm between the 5th and the 15th of each month and shall be scheduled a minimum of 48 hours in advance with designated Contract Manager, or designee.

1.3 The OEM specifications shall be used to determine efficiency losses.

1.4 Regularly scheduled service calls shall at a minimum include refrigerant check, "oil & grease" service, and cleaning and adjusting of controls and contacts.

2.0 Annual Preventive Maintenance Service and Inspections

The Contractor Shall:

2.2 Perform Annual Preventive Maintenance during the winter months for the chillers and summer months for the boilers. Annual inspection and maintenance shall be scheduled a minimum of 48 hours in advance with the Contract Manager, or designee.

2.3 Annual maintenance service on chillers shall include, at a minimum, head removal, tube inspection, and repairs on refrigerant and/or water side of chillers, and tube brush cleaning of each chiller condenser and evaporator. All annual maintenance of other equipment as recommended by the OEM shall be included in annual maintenance service calls.

2.4 Annual maintenance service on cooling tower shall include, at a minimum, cleaning the entire cooling tower, including, but not limited to, hot basin, cold basin, drift eliminators/fill, cleaning or replacement of strainers. All annual maintenance of other equipment as recommended by the OEM shall be included in annual maintenance service calls.

2.4.1 Annual maintenance of boilers shall include, at a minimum, heat exchanger inspection and cleaning, burner inspection, cleaning, and repair/replacement of worn burners, tube brush cleaning of heat exchanger and headers (if applicable), inspection and leak test of all gas components, inspection of all flue components and verification of both positive draft and complete combustion (flue gas analysis), inspection and verification that all safeties are functioning properly including Enervex exhaust fan, inspection and replacement (as necessary) of condensate neutralization materials. All annual maintenance of other equipment as recommended by the OEM shall be included in annual maintenance service calls.

3.0 Unscheduled Service Calls

3.1 Unscheduled (emergency) service calls shall have a two (2) hour response time from the time the contractor is notified until the time a qualified service representative arrives on site.

3.2 Unscheduled service calls are to include diagnosis, adjustment, and minor repairs and parts replacement as necessary. Major repairs or parts replacement needed shall be reported to Contract Manager in a written report before repairs are made. Cost for major repairs identified during unscheduled service calls shall be handled outside this agreement.

Exhibit D
CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **AUDITS and RECORDS**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. Records Retention:

i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City

shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the

notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
   (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
   (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court

or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

    B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Equipment List for Austin Convention Center (ACCD)			
Austin Convention Center 500 E. Cesar Chavez St. Austin, TX 78701			
Description	**Model**		
Pumps	**HP**	**GPM**	**PM Frequency**
BCHP-1	150	3600	MONTHLY
BCHP-2	150	3600	MONTHLY
CHP-1	125	1150	MONTHLY
CHP-2	125	1150	MONTHLY
CHP-3	125	1150	MONTHLY
CWP-1	50	1800	MONTHLY
CWP-2	50	1800	MONTHLY
CWP-3	50	1800	MONTHLY
FZP-1	50	1600	MONTHLY
FZP-2	50	1600	MONTHLY
FZP-3	50	1600	MONTHLY
BHWP-2	30	900	MONTHLY
BHWP-1	30	900	MONTHLY
HWP-1	20	250	MONTHLY
HWP-2	20	250	MONTHLY
HWP-3	5	450	MONTHLY
HWP-4	5	450	MONTHLY
Boiler	**Gal**	**BTU**	**PM Frequency**
Boiler 1A -PVI 2000 WBL 250A-1E	250	1,600,000	MONTHLY
Boiler 1B -PVI 2000 WBL 250A-1E	250	1,600,000	MONTHLY
Boiler 1C -PVI 2000 WBL 250A-1E	250	1,600,000	MONTHLY
Boiler 2 - PVI 2000 WBHE 250A TP	250	6,695,000	MONTHLY
Boiler 3 - PVI 2000 WBHE 250A TP	250	6,695,000	MONTHLY

Palmer Events Center 900 Barton Springs Rd. Austin, TX 78704			
Description	**Model**	**Serial #**	**PM Frequency**
Carrier 500 ton centrifugal with associated Toshiba VFD.	19xr4242384cph64	3301Q65984	MONTHLY
Carrier 500 ton centrifugal	19xr4242384cph64	3301Q65985	MONTHLY
Carrier 250 ton centrifugal with associated Toshiba VFD	19xr3232254bfh64	3201Q65983	MONTHLY
Pumps	**HP**	**GPM**	**PM Frequency**
CWP-1	25	750	MONTHLY
CWP-2	60	1500	MONTHLY
CWP-3	60	1500	MONTHLY
CWP-4	60	1500	MONTHLY
CHP-P-1	7.5	500	MONTHLY
CHP-P-2	20	1000	MONTHLY
CHP-P-3	20	1000	MONTHLY
CHP-P-4	20	1000	MONTHLY
CHP-S-1	50	1250	MONTHLY
CHP-S-2	50	1250	MONTHLY
CHP-S-3	50	1250	MONTHLY
HWP-1	30	800	MONTHLY
HWP_2	30	800	MONTHLY
Boiler	**Manufacturer**	**Model**	**PM Frequency**
Boiler 1	Bryan	RV-500-W-FDG	MONTHLY
Boiler 2	Bryan	RV-500-W-FDG	MONTHLY
Cooling Tower	**Model**		**PM Frequency**
Marley	210511-A2NC8509JL2sm	N/A	MONTHLY
Marley	210511-A2NC8509JL2sm	N/A	MONTHLY

Equipment List for Building Services Department (BSD)

CHILLERS

Locations	Serial No.	MFG	Model No.	Description	PM Frequency
Rutherford Lane Campus (1520 Rutherford Ln)	YLRM280222	(2) YORK	(2) YTC3D1C2CKB	(2) YORK CENTRIFUGAL 350 TON CHILLERS	MONTHLY
	YLRM280221				MONTHLY
	U02H01452	(2) TRANE	(2)RTHB150FLF00NW0000UNN3LF2LFV00QU1	(2) TRANE SCREW 125 CHILLERS	MONTHLY
	U99H00494				MONTHLY
					MONTHLY
RBJ Building (15 Waller St)	SLFM 683980	YORK	YSBBBASO CFC	SCREW CHILLER	MONTHLY
	11551M65548761	YORK	YCWL0096HE-1Y2	SCROLL CHILLER	MONTHLY
					MONTHLY
APD Headquarters (715 E 8th St)	0396J51859	CARRIER	23XL212NC60	210 TON CENTRIFUGAL CHILLER	MONTHLY
	0896J3243		23XL101NC20	110 TON CENTRIFUGAL CHILLER	MONTHLY
					MONTHLY
APD FORENSICS (812 Springdale Rd)	U03B08768	TRANE	RTAC3004UDONUAFNN1TY2DEN	AIR COOLED CHILLERS	MONTHLY
	U03B08767				MONTHLY
Location	Serial No.	MFG	Model No.	Description	PM Frequency
Rutherford Lane Campus (1520 Rutherford Ln)	NA	AURORA	08-1755529-2	CONDENSER PUMP	MONTHLY
	NA	AURORA	08.1755529-1	CONDENSER PUMP	MONTHLY
	KY G6 3812A	PACO	CAT NO 29.40128.140001	CHILLED WATER PUMP	MONTHLY
	KY G6 3812B	PACO	CAT NO 29.40128-140001	CHILLED WATER PUMP	MONTHLY
	464682	ARMSTRONG	4X3X11 5 4030	CHILLED WATER PUMP	MONTHLY
	NA	AURORA	172507589	CONDENSER PUMP	MONTHLY
	NA	AURORA	08-03184350-2	CHILLED WATER PUMP	MONTHLY
RBJ Building (15 Waller St)	3510A	AURORA	97-12484	CHILLED WATER PUMP	MONTHLY
	4829A	AURORA	97-12483	CONDENSER PUMP	MONTHLY
	H25573B	PACO	1125121-033261	CHILLED WATER PUMP	MONTHLY
	AAW575M	PACO	99C02490	CONDENSER PUMP	MONTHLY
APD Headquarters (715 E 8th St)	DTMB90974A	PACO	CAT NO 11-40955735211	CONDENSER PUMP	MONTHLY
	915426	WEINMAN	3K2A	CONDENSER PUMP	MONTHLY
	915425	WEINMAN	3G2A	CHILLED WATER PUMP	MONTHLY
	DTMB90977A	PACO	CAT NO 11-40705733211A01	CHILLED WATER PUMP	MONTHLY
	DTMB90978A	PACO	CAT NO 11-20705732211A01	CHILLED WATER PUMP	MONTHLY
	DTMB90979A	PACO	CAT NO 11-30705732211A01	CHILLED WATER PUMP	MONTHLY
	DTMB90980A	PACO	CAT NO 11-40705733211A01	CHILLED WATER PUMP	MONTHLY
APD FORENSICS (812 Springdale Rd)	607337B	PEERLESS	F2-1240A	CHILLED WATER PUMP	MONTHLY
	607337A	PEERLESS	F2-12400.	CHILLED WATER PUMP	MONTHLY
	607339B	PEERLESS	F2-1240A	CHILLED WATER PUMP	MONTHLY
	607339A	PEERLESS	F2-1240A	CHILLED WATER PUMP	MONTHLY

COOLING TOWERS

Location	Serial No.	MFG	Model No.	Description	PM Frequency
Rutherford Lane Campus (1520 Rutherford Ln)	10000072-A1 & 10000072-A2	MARLEY	NC8303SM-08	Bldg 1- Two Cell Tower	MONTHLY
	1000069AI	MARLEY	NC8301SM-0	Bldg 4- One Cell Tower	MONTHLY
RBJ Building (15 Waller St)	117284-001	MARLEY	NC3221SM-97	One Cell Tower	MONTHLY
APD Headquarters (715 E 8th St)	032007-001-92	MARLEY	NC1021SM	Two Cell Tower	MONTHLY

Equipment List for Aviation (Austin Bergstrom International Airport, AIBA)

LOCATION	SERIAL TAG #	EQUIPMENT TYPE	MANUFACTURER	PM FREQUENCY
Central Plant 9815 Service Road Bldg. #7360	1 Centrifugal	Trane Centrifugal Chiller Model CVHF500 370 Ton Ser# L97LO6919	Trane	monthly
Central Plant 9815 Service Road Bldg. #7360	1 Centrifugal	Trane Centrifugal Chiller Model CVHF910 840 Ton Ser# L97KO6907	Trane	monthly
Central Plant 9815 Service Road Bldg. #7360	1 Centrifugal	Trane Centrifugal Chiller Model CVHF910 840 Ton Ser# L97KO6917	Trane	monthly
Central Plant 9815 Service Road Bldg. #7360	1 Centrifugal	Trane Centrifugal Chiller Model CVHF910 840 Ton Ser# L97KO6918	Trane	monthly
Central Plant 9815 Service Road Bldg. #7360	1 Centrifugal	Trane Centrifugal Chiller Model CVHF910 840 Ton Ser# L14W02155	Trane	monthly

Equipment List for Austin Energy (AE)

SERIAL TAG #	EQUIPMENT TYPE	MANUFACTURER	PM FREQUENCY
CTECC: 5010 Old Manor Rd, 78723			
CTE-CHW-ACCH-1	Air Cooled Chiller	Carrier	2 x per year
CTE-CHW-ACCH-2	Air Cooled Chiller	Carrier	2 x per year
CTE-CHW-ACCH-3	Air Cooled Chiller	Carrier	2 x per year
CTE-CHW-PMP1	Chiller Pump	Bell & Gosset / AO Smith motor	2 x per year
CTE-CHW-PMP2	Chiller Pump	Bell & Gosset / AO Smith motor	2 x per year
CTE-CHW-PMP3	Chiller Pump	Bell & Gosset / Baldor motor	2 x per year
Town Lake Center: 721 Barton Springs Rd, 78704			
TLC-CHW-ACCH-1	Chiller	Trane	Quarterly
TLC-CHW-ACCH-2	Chiller	Trane	Quarterly
TLC-CHW-ACCH-PMP1	Chilled water pump	Armstrong Centrifugal Pump 1	Quarterly
TLC-CHW-ACCH-PMP2	Chilled water pump	Armstrong Centrifugal Pump 2	Quarterly
AE System Control Center: 2500 Montopolis Dr. Austin, TX 78741			
CH-1	Chiller	York	2 x per year
CH-2	Chiller	York	2 x per year
CT-1	Cooling Tower	Marley	2 x per year
CT-2	Cooling Tower	Marley	2 x per year
CHWSP-1	Chilled Water Pump	Bell & Gossett	2 x per year
CHWSP-2	Chilled Water Pump	Bell & Gossett	2 x per year
DP/CHWSP-1A	Chilled Water Pump	Bell & Gossett	2 x per year
DP/CHWSP-1B	Chilled Water Pump	Bell & Gossett	2 x per year
DP/CHWSP-2A	Chilled Water Pump	Bell & Gossett	2 x per year
DP/CHWSP-2B	Chilled Water Pump	Bell & Gossett	2 x per year
CHWPP-1	Chilled Water Pump	Bell & Gossett	2 x per year
CHWPP-2	Chilled Water Pump	Bell & Gossett	2 x per year
CHWFP-1	Chilled Water Pump	Bell & Gossett	2 x per year
CWP-1	Condenser Water Pump	Bell & Gossett	2 x per year
CWP-2	Condenser Water Pump	Bell & Gossett	2 x per year
CWFP-1	Condenser Water Pump	Bell & Gossett	2 x per year
CWFP-2	Condenser Water Pump	Bell & Gossett	2 x per year
Decker: 8003 Decker Lane Austin, TX 78724			
D1-AH-106/107	Chiller Valve	Belimo	2 x per year
CWP-2	Chilled Water Pump	Baldor	2 x per year
CWP-1	Chilled Water Pump	Baldor	2 x per year
Chiller #1	Chiller	Carrier	2 x per year

Equipment List for Austin Public Library

LOCATION	SERIAL TAG #	EQUIPMENT TYPE	MANUFACTURER	PM FREQUENCY
Faulk Central Library -800 Guadalupe St. Austin, TX 78702	L11E02143	230 Ton CVHE Centrifugal	Trane	11 monthly/1 annual
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	76-38-25370	175 Ton 19DG Centrifugal	Carrier	11 monthly/1 annual
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	J13H00256062	Condensing Boiler	Lochinvar	11 monthly/1 annual
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	J13H00256067	Condensing Boiler	Lochinvar	11 monthly/1 annual
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	HRFG 812115	cooling tower	Reymsa	11 monthly/1 annual
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	Z1203021106	condenser water pump/Trane	Baldor	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	1663824	condenser water pump/Carrier	Lincoln	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	Z1404040246	chilled water pump/Trane	Baldor	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	1663824	chilled water pump/Carrier	Lincoln	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	F1310222309	heating water pump/boiler #1	Baldor	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	F1310222399	heating water pump/boiler #2	Baldor	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	706504Y281	ondenser water pump VFD/Tran	Trane	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	706404Y281	chilled water pump VFD/Trane	Trane	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	706604Y281	cooling tower 1 VFD	Trane	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	706704Y281	cooling tower 2 VFD	Trane	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	4W13X5405110001	heating water pump VFD #1	Yaskawa	12 monthly
Faulk Central Library -800 Guadalupe St. Austin, TX 78703	4W13X5407840001	heating water pump VFD #2	Yaskawa	12 monthly

Equipment List for Austin Parks and Recreation Department (PARD)

LOCATION	SERIAL TAG #	EQUIPMENT TYPE	MANUFACTURER	PM FREQUENCY
Austin Recreation Center - 1301 Shoal Creek Blvd., Austin, Tx. 78701	2309Q17629	60 Ton Chiller	CARRIER	once a year
Austin Recreation Center - 1301 Shoal Creek Blvd., Austin, Tx. 78701	12-516877	Cooling tower	Evapco	once a year
Conley Guerrero Senior Center - 808 Nile St., Austin, Tx. 78702	SCYM262140	50 Ton Chiller	YORK	once a year
Dove Springs Recreation Center - 5801 Ainez Dr., Austin, Tx. 78744	U1S4682401-01	Cooling tower	Bacross	once a year
Givens Recreation Center - 3811 E. 12th St., Austin, Tx. 78721	SCYM262190	60 Ton Chiller	YORK	once a year
Gus Garcia Recreation Center - 1201 E. Rundberg Ln., Austin, Tx. 78753	2107Q83699	50 Ton Chiller	CARRIER	once a year
Jack W. Robinson Parks & Rec. Main Office - 200 S. Lamar Blvd. Austin, Tx. 78704	U04A03771	80 Ton Chiller	TRANE	once a year
Jack W. Robinson Parks & Rec. Main Office - 200 S. Lamar Blvd. Austin, Tx. 78704	T031782	Cooling tower	Evapco	once a year
Emma S. Barrientos Mexican American Culture Center - 600 River St., Austin, Tx. 78701	U06H08605 U06H08605	(2) - 80 Ton Chillers	TRANE	once a year
Old Bakery & Emporium - 1006 Congress Ave., Austin, Tx. 78701	2409G05750	60 Ton Chiller	CARRIER	once a year
Turner Roberts Recreation Center - 7201 Colony Loop Dr., Austin, Tx. 78724	RKSM02017	65 Ton Chiller	YORK	once a year

Equipment List for Austin Water Department (AW)

LOCATION	EQUIPMENT TYPE	MANUFACTURER	MODEL #	SERIAL NUMBER	PM FREQUENCY
Waller Creek Center 625 E. 10th St., Austin, TX 78701	210 ton centrifugal chiller	Trane	CVHE320	L08E02502	Quarterly
	210 ton centrifugal chiller	Trane	CVHE320	L08E02512	Quarterly
	110 ton air cooled liquid chiller (BSC)	Carrier	30RBA1106--0---3	3407Q82263	Quarterly
	AGH-918B (2cell) cooling tower (2-belt 3B148)	Evapco	ATL8-918B	M005246	Quarterly
Webberville Service Center 2600 Webberville Rd, Austin, TX. 78702	75 ton (30 HXC) liquid screw chiller	Carrier	30HXC076RZ-560	1504Q03735	Quarterly
	80 ton cooling tower (Marley Brand)	Crossflow	A-74088	244267 495A	Annual
	750K btu boiler	RBI	110383669	33LW1050NE2ASSS	Quarterly
Ulrich WTP 1000 Forest View Dr., Austin, TX. 78746	70 ton air cooled chiller	Trane	RTAA1704XM01A3C0BN	U97F02916	Quarterly
	45 ton air cooled chiller	Carrier	30RAP0456DA00100	3112Q45822	Quarterly
Walnut Creek WWTP, 7113 E. MLK, Austin., TX 78724	80 ton air cooled chiller # 1	Trane	RTAA0804XK01A3C0BF	U99D07919	Quarterly
	80 ton air cooled chiller # 2	Trane	RTAA0804XK01A3C0BF	U99D07918	Quarterly
	40 ton air cooled chiller	Trane	CGAFC404ARA10000E00J	C09D14328	Annual
	boiler 500K btu's	Laars	PNCH0500NACK1NJX	C03K08930	Annual
	boiler 750K btu's	Laars	PNCH0750NACK1NJX	C03K08931	Annual
	boiler 650K btu's	Raypack	H3-0652B	910301238	Quarterly

Equipment List for Austin Water Department (AW)

Hornsby Bend Plant 2210 S. FM 973 Austin, TX 78725	70 ton air cooled chiller	Trane	RTAA0704XR01A30CGRKNB	U05E01994	Quarterly
	50 ton air cooled chiller	York	YCAL0052EE46XEASX (SX or 5X)?	2LVM004512	Quarterly
Jollyville Pump Sta & Res 7329 McNeil Dr. Austin, Tx. 78729	cooling tower	Evapco	ATWB94H18Z	10394230	Quarterly
	cooling tower	Evapco	ATWB94H18Z	10394229	Quarterly
	Master WSHP	Climate Master	HP:TCV240AFC3ACFTS	T12437500	N/A
	WSHP	Climate Master	HP:TCV240AFC3ACFTS	T12437498	N/A
Davis Ln Pump Sta & Res 2901 Davis Ln. Austin, TX. 78745	Fluid Cooler	Evapco	LSW 29C	16-783070	Quarterly
	Fluid Cooler	Evapco	LSW 29C	16-783071	Quarterly
	WSHP	Bosch	EC210-4VTCFBTBUA-XCTAEHX	2940-655-000001	N/A
	WSHP	Bosch	EC210-4VTCFBTBUA-XCTAEHX	2940-655-000002	N/A
North Service Center 901 W. Koenig Ln, Austin, Tx. 78756	boiler 252K btu's	Laars	PNCH0300NACK1CXX	C08196508	Annual
South Service Center 3616 S. 1st St Austin, TX. 78704	boiler 250K btu's	Raypack	H3-HD251	130435556 - 1304355357	Annual
Tim Louviere Service Center 6101 Harold Ct., Austin, TX. 78721	hot water boiler (264K BTU input/216k BTU output)	Raypack	H3-0261	1210346280	Annual

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GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Claudia Rodriquez x42959	**PM Name/Phone**	N/A
Sponsor/User Dept.	Various	**Sponsor Name/Phone**	Kelly Jones 512-404-4351
Solicitation No	N/A	**Project Name**	Chiller Systems
Contract Amount	$8,192,000.00	**Ad Date (if applicable)**	N/A

Procurement Type

- ☐ AD – CSP
- ☐ AD – CM@R
- ☐ AD – Design Build
- ☐ AD – Design Build Op Maint
- ☐ AD – JOC
- ☐ IFB – Construction
- ☐ IFB – IDIQ
- ☐ PS – Project Specific
- ☐ PS – Rotation List
- ☐ Nonprofessional Services
- ☐ Commodities/Goods
- ☒ Cooperative Agreement
- ☐ Critical Business Need
- ☐ Interlocal Agreement
- ☐ Ratification
- ☐ Sole Source*

Provide Project Description**

Various cooperative contracts with Trane, Carrier, and JCI for various city departments to be used for Chiller Systems maintenance, repairs, installations, and inspection services. Repairs to be completed by certified techs.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

MA 7400-NA110000134-no goals assigned & MA 8100-NA110000050-no goals assigned.

List the scopes of work (commodity codes) for this project. *(Attach commodity breakdown by percentage; eCAPRIS printout acceptable)*

03113-50% 91036-30% 03176-20%

Claudia Rodriquez	03/20/2018
Buyer Confirmation	**Date**

** Sole Source must include Certificate of Exemption*
***Project Description not required for Sole Source*

FOR SMBR USE ONLY

Date Received	3/20/2018	**Date Assigned to BDC**	3/20/2018

In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

☐ Goals	% MBE	% WBE
☐ Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

☐ Exempt from MBE/WBE Procurement Program	☒ No Goals

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GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
☐ Insufficient availability of M/WBEs ☐ Insufficient subcontracting opportunities ☐ Sufficient availability of M/WBEs ☐ Sole Source	☐ No availability of M/WBEs ☒ No subcontracting opportunities ☐ Sufficient subcontracting opportunities ☐ Other
If Other was selected, provide reasoning:	
MBE/WBE/DBE Availability	
N/A	
Subcontracting Opportunities Identified	
N/A	

Tracy Burkhalter	
SMBR Staff	**Signature/ Date**
Tracy Burkhalter	3/20/18
SMBR Director or Designee	**Date** 3/21/18
Returned to/ Date:	