

ORDINANCE 2020-08-13-0514

APPROVING A CONTRACT WITH JOHNSON CONTROLS, INC., IN AN AMOUNT NOT TO EXCEED \$370,000.00 AND RATIFICATION OF A CONTRACT WITH TRANE RENTAL SERVICES IN THE AMOUNT OF \$90,000.00 FOR THE MUNICIPAL PLAZA BUILDING CHILLER REPLACEMENT PROJECT. FUNDING IS AVAILABLE FROM PREVIOUSLY AUTHORIZED DEFERRED MAINTENANCE PROGRAM SAVINGS AND IS INCLUDED IN THE FY 2020 – FY 2025 CAPITAL IMPROVEMENT PROGRAM.

* * * * *

WHEREAS, an offer was submitted by Johnson Controls, Inc., to provide the design, purchase, and installation of replacement chillers for the Municipal Plaza Building, including all labor, material and equipment, for an amount not to exceed \$370,000.00, which includes contingency funds in the amount of \$50,000.00; and

WHEREAS, this purchase meets the requirements under the terms of the Cooperative Purchasing Agreement adopted by the City of San Antonio by Ordinance No. 2009-02-12-0102; and

WHEREAS, this ordinance also ratifies a contract with Trane Rental Services for a temporary chiller at the Municipal Plaza Building in the amount of \$90,000.00 which became necessary because of unforeseen damage to public machinery, equipment, or other property; and

WHEREAS, funding is available from previously authorized Deferred Maintenance Program savings and is included in the FY 2020 - FY 2025 Capital Improvement Program; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer from Johnson Controls, Inc., in an amount not to exceed \$370,000.00, which includes contingency funds in the amount of \$50,000.00 for the Municipal Plaza Building Chiller Replacement project is hereby accepted and the contract with Trane Rental Services for a temporary chiller at the Municipal Plaza Building in the amount of \$90,000.00 is hereby ratified, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** is a copy of the bid tabulation sheet and contracts.

SECTION 2. Payment is authorized to be encumbered and made payable to Johnson Controls, Inc., in an amount not to exceed \$370,000.00. Payment is in support of the Municipal Plaza Building Chiller Replacement Project, using Fund 40099000, with the WBS Elements and GL Accounts in the table below. Funding is provided by General Fund and is in the FY 2020 - FY 2025 CIP Budget.

WBS	GL	AMOUNT
35-00206-02-01	5201140	\$320,000.00
35-00206-02-03	5201140	50,000.00
	TOTAL	\$370,000.00

Payment is limited to the amounts budgeted in the operating and/or capital budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

SECTION 3. Payment is authorized to be encumbered and made payable to Trane Rental Services in an amount not to exceed \$90,000.00. Payment is in support of the Municipal Plaza Building Chiller Replacement Project, using Fund 40099000, with the WBS Element 35-00206-02-01 and GL Account 5201140. Funding is provided by General Fund and is in the FY 2020 -FY 2025 CIP Budget.

Payment is limited to the amounts budgeted in the operating and/or capital budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 13th day of August, 2020.


M A Y O R
Ron Nirenberg

ATTEST:


Tina Flores, Acting City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council
August 13, 2020

Item: 10

Enactment Number:
2020-08-13-0514

NAME	MOTION	SECOND	ABSTAIN	AYE	NAY	ABSENT
Ron Nirenberg Mayor				✓		
Roberto Treviño Council District 1				✓		
Jada Andrews-Sullivan Council District 2				✓		
Rebecca Viagran Council District 3				✓		
Adriana Rocha Garcia Council District 4				✓		
Shirley Gonzales Council District 5				✓		
Melissa Cabello Havrda Council District 6				✓		
Ana Sandoval Council District 7				✓		
Manny Pelaez Council District 8				✓		
John Courage Council District 9		✓		✓		
Clayton Perry Council District 10	✓			✓		

Comments:

Office of the City Clerk

LC
08/13/20
Item No. 10

Exhibit I

City of San Antonio Bid Tabulation

Exhibit I

Opened: July 30, 2020		KH	Local Johnson Controls Inc. 3360 Thousand Oaks San Antonio, TX 78260 210-524-7093
For: Chiller Replacement for Municipal Plaza			
6100013090			
Item		Quantity	
1	Chiller : 250-Ton York YVWA (Equipment)	1	
	Price Per Each		\$98,954.33
	Total Price		\$98,954.33
2	Turnkey Installation (for Chiller) Project Mechanic Labor	770.75	
	Price Per Hour		\$121.50
	Total Price		\$93,646.13
3	Compressor Move - Project Mechanic Labor	20.75	
	Price Per Hour		\$120.48
	Total Price		\$2,499.96
4	Test and Balance Labor - Subcontract	1	
	Price Per Each		\$15,000.00
	Total Price		\$15,000.00
5	Engineering MEP Drawing & Labor - Subcontract	1	
	Price Per Each		\$20,000.50
	Total Price		\$20,000.50
6	One (1) Year Preventive Maint.	23.25	
	Price Per Hour		\$129.94
	Total Price		\$3,021.05
7	Parts: epoxy coat condenser & evaporator endsheets	1	
	Price Per each		\$2,992.50
	Total Price		\$2,992.50
8	Parts: evaporator annodes	1	
	Price Per Each		\$1,496.25
	Total Price		\$1,496.25
9	Chiller Rental - Subcontract	5	
	Price Per Month		\$14,500.20
	Total Price		\$72,501.00

City of San Antonio Bid Tabulation

Opened: July 30, 2020 For: Chiller Replacement for Municipal Plaza 6100013090			KH	Local
Item		Quantity		Johnson Controls Inc. 3360 Thousand Oaks San Antonio, TX 78260 210-524-7093
10	Chiller Rental Install/Removal Project Mechanic Labor	79		
	Price Per Hour			\$120.15
	Total Price			\$9,491.85
11	Project Manager - Labor Rate	20		
	Price Per Hour			\$180.00
	Total Price			\$3,600.00
12	Project Mechanic - Labor Rate - Chiller	30		
	Price Per Hour			\$121.50
	Total Price			\$3,645.00
13	Chiller Mechanic- Labor Rate	30		
	Price Per Hour			\$131.40
	Total Price			\$3,942.00
14	Control Tech. - Labor Rate	30		
	Price Per Hour			\$179.10
	Total Price			\$5,373.00
15	Parts Mark-up % over cost	30%		\$7,500.00
	Price Per Each			\$25,000.00
	Total Price			\$32,500.00
	Payment Terms/Discount %			Net 30/0%
	Total			\$368,663.57
Award Total				\$368,663.57



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100013090

CHILLER REPLACEMENT AT MUNICIPAL PLAZA

Date Issued: JULY 29, 2020

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM, CT, JULY 30, 2020

Responses MUST be submitted Electronicky via the SAePS submission portal

Bid Bond: NO Performance Bond: YES Payment Bond: YES Other: NA

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

Staff Contact Person:

KELLEY HANDSOR, PROCUREMENT SPECIALIST III, Email: KELLEY.HANDSOR@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers:

Submission of Electronic Offers: Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offer: Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. A modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration For: If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers: Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Porta: All alternate offers are recorded with original offers when submitted electronically.

Restrictions on Communication:

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before one (1) calendar day(s) prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted, and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business

Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

Pre-Submittal Conference:

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO:

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers:

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name: If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers: Any offer that is considered for award by each unit or line item must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers: Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates: Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption: The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing: If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply

with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts:

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information: All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation: Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers:

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form: Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers: Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract:

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment: Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount:

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30-day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10-day time period.

Prohibited Financial Interest: The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Offeror warrants and certifies, and a contract awarded pursuant to this solicitation is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest Questionnaire (Form CIQ): Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, by mail, to the Office of the City Clerk. Mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your sealed offer. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0. BACKGROUND:

The City of San Antonio is soliciting an offer from Johnson Controls, Inc. to furnish all labor, equipment, materials, parts, fencing, Chiller rental, Engineering services, tools and one (1) year of preventive maintenance services required for the removal and replacement of a 250-ton Chiller at Municipal Plaza. The Scope of Work shall include associated piping and electrical work in support of the installation for the new chiller. Required documentation shall include but not be limited to engineering specifications, drawings, permits, operational manual(s), and other necessary documents. Other work shall include relocation of existing compressors and working with control contractor to connect the replacement chiller to the building control system.

The specifications described herein will encompass all aspects of the tasks required to perform a turnkey installation and the required preventive maintenance services for the new chiller and various equipment at Municipal Plaza.

4.1 DESCRIPTION:

Estimated Project Schedule: 20 weeks

MEP Design Services – 4 to 6 weeks

Equipment factory built and ready – 13 weeks

Prepared and schedule delivery to project location – 1 week

Site installation and startup – 4 weeks

Project contingency for delays – 2 weeks

1. Equipment:

Item: Chiller, Water Cooled, (York YVWA) 250 Tons (screw)

Serial #: TBD

Quantity: 1 Each

a. Items to be included, but shall not be limited to:

- i. Refrigerant compliant with the requirements of the LEED Energy and Atmosphere Enhanced Refrigerant Management Credit (EAc4)
- ii. Compliant with ASHRAE 90.1 – 2004, 2007, 2010, 2013, 2015, 2016
- iii. One (1) 250 Ton Water Cooled Screw Chillers at AHRI
- iv. R-134a Refrigerant
- v. Motor, 460 volts, 3 phase, 60 Hz
- vi. Standard Head Compressor
- vii. Water-Cooled Variable Speed drive, Factory mounted and wired
- viii. Service Isolation Valves
- ix. Unit Warranty – 12 months (1 Year) Entire Unit Parts and Labor
- x. VSD Warranty – 12 months (1 Year) Parts and Labor
- xi. Factory Mounted Smart Chiller Equipment Board with BactNet Interface
- xii. YORK Supervision for Form 7
- xiii. Factory Start-up
- xiv. Four (4) hours of Owner Training
- xv. Condenser:
 1. 2 Pass
 2. Grooved Nozzle Connection
 3. Refrigerant Isolation Valves
- xvi. Evaporator:

1. 3 Pass
 2. Grooved Nozzle Connection
 3. Factory Thermal Insulation for Evaporator 1.5" inches
2. Additional Services:
 - a. MEP Drawings
 - b. Epoxy coating for the condenser & evaporator endsheets
 - c. Evaporator anodes
 3. York Turnkey Installation: (Mechanical)
 - a. Lock-out controls and disable chiller from the BAS system
 - b. Lock-out, tag-out electrical circuits to both chillers and corresponding pumps
 - c. Lock-out, tag-out chilled water valves
 - d. Recover existing chiller refrigerant and properly dispose of per EPA guidelines
 - e. Remove oil and properly dispose of per EPA guidelines
 - f. Disconnect all chilled water and condenser water piping related to both chillers and make ready for demo
 - g. Remove existing hatch opening to the basement for removal
 - h. Demo and remove both existing York chillers
 - i. Haul away existing chiller and properly dispose of
 - j. Modify existing concrete to accommodate new chiller
 - k. Rig in new chiller through existing hatch and install on new neoprene isolation pads
 - l. Insulation of chilled water pipe disturbed and added under this contract to match existing
 - m. Testing and balance of Chilled Water and Air Test by NEBB certified contractor
 - n. Add inhibitor to evaporator loop (City to work with existing chemical water treatment vendor to provide new chemicals for condenser loop)
 - o. City Mechanical permit included
 - p. Vendor to re-utilize existing chilled water and condenser water pumps. Chiller can run with existing pumps
 - q. Vendor to transport the existing chiller compressors, four (4) in total, and rig them to the City's desired location at the Frank Wing Bldg.
 - r. Furnish all necessary material to tie the new chiller into the existing connections
 - i. Welding in accordance with ANSI, latest edition
 - ii. Welding to be performed by National Certified Pipe Welding Bureau certified welders for SMAW
 - iii. Provide P/T ports, thermowells, etc. as required (mimic what is currently in place)
 - iv. Chemically flush new chilled water piping
 - v. Field install condenser anodes
 4. York Turnkey Installation (Electrical)
 - a. Disconnect and lock out power to chiller
 - b. Electrically demo power and controls to existing chiller
 - c. Connect existing power to new chiller (new flexible connections are included) utilizing existing circuit breakers
 - d. Reconnection of existing enable control wire
 - e. Demo existing refrigerant monitor
 - f. Install new refrigerant monitor
 - g. City Electrical Permit
 5. Rental of chiller for temporary cooling:
 - a. One (1) 300-ton air cooled chiller. Rental to include fencing, installation, and removal.
 6. Maintenance Services for Chiller include:

- a. One Year maintenance per OEM
 - b. Operational Quarterly inspections (3 ea.); Comprehensive Annual inspection (1 ea.)
 - c. Vibration Analysis
 - d. Refrigerant Sample and Analysis
 - e. Condenser Tube Brushing (removal and replacement of one head only)
 - f. Oil Sample and Analysis
 - g. Eddy Current Testing
7. Items not included:
- a. Factory Field performance testing
 - b. BAS controls integration of new chiller
 - i. Chiller comes with a BACnet card for the City to integrate into the existing ALC system
 - c. Buy American Act Compliant (of new chiller)
 - i. Major components are made in Mexico and final assembly occurs in San Antonio
 - d. IEEE filter for VFD
 - i. The VSD system may also include an optional harmonic filter designed to meet the IEEE Std 519 – 1992 "IEEE recommended Practices and Requirements for Harmonic Control in Electrical Power Systems". The filter is offered as a means to 'clean up' the input current waveform drawn by the VSD from the power mains, thus reducing the possibility of causing electrical interference with others sensitive electronic equipment connected to the same power source. Typically, found in Data Centers, not necessary for this project.
 - e. Flow Meters
 - i. Project includes new flow sensors for chiller control but not new water meters to count BTU
 - f. Relief air/purge system
 - i. Vendor will not be replacing the existing relief air or purge system currently in place. Vendor to install a new refrigerant monitor and replace to extended refrigerant lines to the exterior, as required.
 - g. Eddy Current testing: New chiller comes with new tubes that do not require Eddy current Testing

4.2 PROOF OF LICENSING AND CAPABILITY:

1. Contractor shall furnish evidence satisfactory to the City specifically stating that the management of the firm has satisfactorily performed the work required herein.
 - a. The Contractor shall be an approved or accredited servicing agent for any of the major manufacturers of chiller. The Contractor shall provide documentation certifying such accreditation.
 - b. The Contractor shall certify that it is qualified to meet the requirements of the specifications/scope of work and Contractor's technicians are factory trained (defined as personnel who have had formal specific manufacturer's training) and/or certified for maintenance services and refrigerant handling as required by the specifications /scope of work listed herein.
2. Contractor shall submit evidence that the contractor has manufacturer trained and certified technicians for the maintenance work specified herein. Contractor shall provide documentation that the technicians have the required safety training for the work environment and chemical usage.
3. Contractor shall hold all proper and current licenses, insurances, and bonds.
4. All Contractor technicians performing work on the equipment shall have a minimum of five (5) years of experience working on equivalent types of equipment.
 - a. Contractor's technicians shall have at least five (5) years of experience maintaining HVAC systems which shall include chillers with a capacity not less than 500 tons. Contractor shall supply documentation to confirm this amount of actual experience.

- b. Technicians shall be certified as per federal, state, and local codes and regulations for related work tasks.
 - c. Contractor shall provide certification or documentation that the technician(s) performing scheduled maintenance and service calls meets the requirements of the North American Technician Excellence and/or Refrigeration Engineers Society training requirements and/or comparable requirements of other organizations. The certification shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
- 5 Contractor shall provide certification or documentation that the technician performing Eddy current examination meets Level III by the American Society for Nondestructive Testing (ASNT) and/or comparable standards set by other organizations that meet Level III of ASNT. The certification shall validate, to City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
 - 6 Contractor shall provide certification or documentation that the Eddy current test method and calibration meet American Society Mechanical Engineer Boiler and Pressure Vessel Code.
 - 7 Contractor shall provide certification or documentation that the laboratory performing the oil tests meets ASTM and other industry standards. The certification shall validate, to City's satisfaction that the laboratory can perform the services required by this specification/scope of work.
 - 8 Contractor shall provide certification or documentation that the laboratory performing refrigerant analysis meets Air Conditioning and Refrigeration Institute (ARI) standards and/or comparable standards set by other organizations. The certification shall validate, to City's satisfaction that the laboratory can perform the services required by this specification/scope of work.
 - 9 Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise fees.

4.3 REFERENCES:

The publications listed below are part of this scope of work to the extent referenced. The publications are referred to within the text by the basic designation only. Use the most recent publication. Compliance with the most recent publication in effect is required unless otherwise indicated.

American Society for Nondestructive Testing (ASNT)	
ASNT Standards	Certification and Recommended Practice
American Society for Testing and Materials	
Several ASTM	Standards for Material to be used to perform the services
International Building Code	
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IEBC	International Existing Building Code
National Fire Protection Association (NFPA)	
NFPA 70	National Electrical Code
Other	
OSHA	Occupational Safety and Health Administration (OSHA) Standards
Technician Certification	North American Technician Excellence and/or Refrigeration Service Engineers Society
Training Accreditation	Training Accreditation by HVAC Excellence (ESCO Group)
ASME	American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code
ARI	Air Conditioning and Refrigeration Institute (ARI) standards
ISO 9001	Quality Management

4.4 MATERIALS:

1. Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Any substitute materials shall be approved by the City prior to installation.

2. Any materials, components, and/or parts used in complying with the contract shall be equal to the original equipment products and meet the manufacturers' requirements.
3. Specified materials, components and/or parts and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily for at least two (2) years prior to the offer due date. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to the offer due date. The 2-year requirement shall include applications of equipment and materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two-year (2) period.
4. The contractor is responsible for all testing equipment that is used to perform the requirements of the specification/scope of work.
5. The contractor is responsible for chemicals and cleaning equipment required in the performance of this contract.

4.4.1 MATERIAL PERFORMANCE REQUIREMENTS:

1. The burden of ascertaining product/performance equality of proposed substitutions from those items specified by the manufacturer shall be borne by the Contractor. Product substitutions will be accepted for review by the City. If data provided by the Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve the Contractor from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved by the City.
2. The material for this scope of work shall meet or exceed the American Society for Testing and Materials (ASTM), Underwriters laboratories (UL), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Manufacturer's standards, and/or other code recognized agency as required by the national, state and local codes.
3. Instruments used to perform the requirements of the specification/scope of work shall meet industry standards, ASTM calibration standards, American Society for Nondestructive Testing recommended practice, ASME Code requirements and/or other accepted standards by the manufacturer.
4. Chemicals used in the contract shall meet industry, environmental, and ASTM standards.

4.5 CONTRACTOR GENERAL REQUIREMENTS:

1. Adhere to the terms and conditions identified in this solicitation.
2. Provide a primary point-of-contact.
3. Provide a letter from the manufacturer that the contractor is certified to perform the requirements of this solicitation (See PROOF OF LICENSING AND CAPABILITY).
4. Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization. Contractor shall ensure contractor personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract or purchase order.
5. Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
6. Contractor shall perform all work safely and follow required safety standards to include, but not limited to, OSHA, Federal, State, and City codes.
7. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.

8. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen and police support, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
9. Contractor shall deliver, store, and handle all materials in a manner that shall prevent damage to the equipment and/or related components.
10. It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
11. The Contractor shall thoroughly examine and become familiar with the City facility where services shall be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
12. Contractor shall be responsible for obtaining all required permits applicable to the performance of the work. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
13. Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
14. Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
15. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and materials that is not the property of the City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to the City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
16. No debris shall be dumped and left in or about the building, on the roof and/or surrounding areas.
17. Contractor shall not use City's waste disposal containers.
18. Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
19. Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City.
20. Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported, repaired or replaced by Contractor at no cost to the City.
21. The Contractor shall be responsible for all long-distance phone charges.
22. Contractor shall notify the City's representative once the work is complete and ready for its intended use.

4.6 SERVICE REQUIREMENTS:

1. Services not required by the contractor:
 - a. Contractor shall not be required, as part of the maintenance services, to conduct a safety test, unless recommended as part of the scheduled maintenance by the equipment's manufacturer, or to install new components or additional controls as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements mentioned herein with parts or devices of a different design for any reason whatsoever.
2. Services required: Contractor shall:
 - a. Provide maintenance services for equipment specified within this agreement. All work shall meet manufacturers' and industry standards.

- b. Ensure that scheduled maintenance services are performed in such a way that the safe operation of equipment is not affected.
 - c. Furnish a qualified maintenance technician on the job site for the performance of services. Contractor shall maintain an adequate number of trained personnel in San Antonio, Texas at all times specifically assigned to perform services for this contract.
 - d. Manage technicians to ensure they are available to perform service on the Equipment, and not interfere with the regular maintenance personnel that are working on scheduled maintenance tasks in order to prevent interruptions.
 - e. Develop and provide a Service Plan for the City's Equipment. The service plan shall provide the items that Contractor will check during the scheduled maintenance service. In addition, the plan shall include, but is not limited to: code requirements, manufacturers' requirements, industry standards, regulatory requirements, etc.
 - i. Contractor shall establish and adhere to the Service Plan, which shall meet the manufacturers' recommendations and normal practices of the trade, and the minimum specifications contained herein. A copy of the proposed Service Plan and schedule shall be submitted for each type of equipment. This schedule shall include maintenance checklists, which shall become the property of the City of San Antonio when completed. The maintenance checklist along with the Service Plan shall be permanently maintained in each mechanical room or an outside weatherproof box for the locations covered by this contract. An electronic copy of the Service Plan shall be provided to the City representative.
 - ii. The Service Plan is a written document that addresses the recommended methods to evaluate the effectiveness and efficiency of the equipment, and industry and manufacturers' recommendations.
 - f. Contractor shall develop and provide service reports.
 - g. Contractor shall provide service log reports.
 - h. Contractor shall participate in semiannual meetings and other meetings as necessary.
 - i. The Contractor is responsible for cleaning any spills that are caused while performing the scope of work as defined within.
 - j. Obtain samples as part of the scheduled maintenance and/or to evaluate problems, as needed.
3. The Service Plan shall consist of, but shall not be limited to:
- a. Equipment Manufacturer, Model, and serial numbers
 - b. Equipment Location within the facility
 - c. Descriptive Maintenance Schedules, where applicable for:
 - i. Compressors,
 - ii. Controls included within the system, and specified within the scope of work,
 - iii. Condensers,
 - iv. Evaporators,
 - v. Expansion valves,
 - vi. Compressor chiller unit,
 - vii. Electrical components within Chillers, Joy Fans, etc.
 - viii. Estimated time to complete the task,
 - ix. Description of the task,
 - x. Materials and tools needed,
 - xi. Measurements to be taken,
 - xii. Manufacturers' requirements, etc.
 - d. Tests required as part of the Maintenance Schedules

- e. Recommended calibration
 - f. Operating logs
 - g. Equipment age, condition, accumulated wear
 - h. Safety precautions and personal protective equipment (PPE) required to perform the tasks.
 - i. Each task performed shall be documented and dated by Contractor's technician upon completion.
 - j. The completed Service Plan shall contain an electronic record of the Contractor's technician information and date upon completion.
4. The Contractor shall provide Service Reports. Contractor shall provide a comprehensive written and/or computerized (printed) service report based on each system after services are completed in each location. The reports shall consist of, but shall not be limited to:
- a. A written report for the services and other tasks performed within this solicitation.
 - b. Start time and completion time
 - c. Date service was performed.
 - d. Person requesting the service.
 - e. Type of equipment (make, model #, serial number)
 - f. Maintenance task(s) performed.
 - g. Adjustments and other recommendations.
 - h. Tests performed and equipment condition.
 - i. Environmental conditions.
 - j. Manufacturers' requirements.
 - k. Operating Logs.
 - l. Itemized parts list, if repairs are recommended.
 - m. Detailed list of other services performed as part of the maintenance or other services.
 - n. Photos showing condition of equipment and equipment information, if deficiencies are identified.
 - o. If any non-contract equipment (e.g. pumps, cooling towers etc.) is found to be in need of other services for the proper operation of the chillers, Contractor shall include this information in the service report.
 - p. Compare results versus the manufacturer's specifications.
 - q. Provide deficiencies found and recommendations for other services and/or replacement. The report shall advise of all inspection problems or potential problems. The report shall include suggested services for items that are in danger of imminent failure and shall be followed by an itemized repair cost estimate. This repair cost estimate shall not be construed as an authorization for additional work. Submit extra work proposals to the City representative before the next service.
 - r. The maintenance report to include checklists and scheduled item completed.
 - s. If the system does not pass, Contractor shall supply an itemized estimate repair estimate for services to make the system functional at full load rating.
 - t. Contractor shall maintain proper electronic records of equipment serviced under this contract that includes, but is not limited to, facility site name, site location, zip code, equipment nomenclature - make/brand, model number, BTU / Ton size, serial number, approximate date of installation or manufacture date, maintenance tasks performed (inspected, lubricated, and/or adjusted), service completed with dates, description of major problems, type of units, number of units, date and name of the technician(s) who serviced the equipment, and certification by Contractor that maintenance has been performed.

- u. Contractor shall furnish a legible report at each service call to the City representative for signature verifying the service was performed and checked by the designated department representative. The report shall have attached a checklist of items addressed and a completed for the equipment.
- v. The report shall contain the name of the Contractor's technician and dated upon completion.

4.7 Specific Requirements:

1. Materials included in the scheduled maintenance:

- a. Screws, bolts, washers
- b. Lubricants, grease
- c. Various types of terminals and/or connectors for size 10 AWG and smaller conductors
- d. Fittings and flare nuts ½ inch and smaller
- e. Annual York OEM Kit: shall include the following items at a minimum
 - i. Purge filter, where applicable
 - ii. Purge strainer, where applicable
 - iii. 5 gallons of York oil
 - iv. Inhibitor (coolant)
 - v. O-ring, where applicable
 - vi. Seal ring, where applicable

2. Materials not included in the scheduled maintenance:

- a. Replacement of Pumps
- b. Replacement of Controllers
- c. Replacement of Solenoid and motorized valves
- d. Replacement of Compressor
- e. Replacement of Tubes
- f. Replacement of Sensors
- g. Replacement of Gauges
- h. Replacement of Flow Switches
- i. Replacement of Switches
- j. Replacement of Packing Material
- k. Replacement of Piping Supports (other than included items in 4.7. a. vi. above)
- l. Replacement of Support Equipment
- m. Replacement of Actuating Devices
- n. Replacement of On-Stream Analyzers
- o. Replacement of Timers
- p. Replacement of broken and burnt electrical conductors and end terminals (other than included items in 4.7. a. iv. and v. above)
- q. Replacement of Tubing, Pipe Caps and Pipes (other than included items in 4. 7. a. vii. above)
- r. Replacement of batteries (other than the included items in 4.7. a. x. above)
- s. Replacement of Fitting and Flare nuts (other than included items in 4.7. a. viii. above)
- t. Replacement of Hoses (other than included items in 4.7. a. ix. above)
- u. Replacement of Lamps (other than included items in 4.7. a. xi. above)
- v. Refrigerant

3. The Contractor shall perform all necessary work to complete the inspections and testing of the Chiller system equipment and components, and if any devices or components fail during the testing and inspection process, the Contractor shall immediately notify the City designated representative. A separate quotation shall be provided by the Contractor for the required replacement of the failed devices or components that are not included in the scheduled maintenance.
4. Contractor shall perform scheduled maintenance of the chiller listed herein to satisfy but is not limited to the following requirements as per the manufacturer's specifications. In addition, any requirement not listed but deemed necessary per the manufacturer's specifications shall be included. Contractor shall ensure any calibration and control checks that are performed are signed off by the City representative. The items below are provided so that Contractor understands the minimum expected service levels to be provided to the City under the terms of this contract. The service level consists of but is not limited to:
 5. **Operational Equipment Inspection Services: (Date TBD based on installation date)**
 - ii. General Maintenance and Inspection – Contractor shall:
 - i. Perform visual inspection of overall conditions like cleanliness, paint corrosion, etc.
 - ii. Assess for necessity of replacement parts.
 - iii. Inspect for unusual noise, unusual vibrations, and odors.
 - iv. Inspect system for leaks in piping, flange connections; conduct leak test for refrigerant and oil by industry standard methods; correct and stop minor leaks.
 - v. Inspect/replace filter drier in motor cooling line.
 - vi. Clean all sight glasses and verify levels. Broken sight glasses to be quoted separately, if required.
 - vii. Calibrate refrigerant monitor and change refrigerant filters.
 - viii. Review alarm history and operational log with City representative.
 - ix. Inspect and verify accuracy of all sensors and transducers
 - iii. Motors – Contractor shall check:
 - i. Motor Cooling (Check temperature)
 - iv. Vane Operations:
 - i. Compressor Loads:
 1. Operate Manual Switch
 2. Record Motor Amps
 - ii. Compressor Unloads:
 1. Record Motor Amps
 - v. Controls – Contractor shall:
 - i. Verify set points and operation of operating controls
 1. Operating Controls
 - a. Check setting and Operations
 - b. Check Vane Control Setting and Operations
 - c. Verify Motor Load Limit Control
 - d. Verify Load Balance Operations
 2. Projective Controls
 - a. Test Operations
 1. Alarm relay
 2. Pump Interlocks
 3. Verify start, stop and anti-cycle timers.
 4. Clean inside and outside of cabin.

5. Check operation of indicator/alarm lights and LED/LCD displays.
 6. Check all gauges for proper connections, errors, breakage and anything that may impede accurate measurements.
 7. Inspect, clean and test flow switches and flow sensors
 8. Inspect, check and test refrigerant sensors.
 9. Inspect, clean and test non-refrigerant sensors.
- e. Compressor –Chiller Unit:
- i. Leak Test – Contractor shall check:
 - ii. Compressor Fittings and Terminals
 - iii. Pipe Fittings
 - iv. Vessel Relief Valves
 - v. Contractor shall provide all Lock Out/Tag Out requirements for the units as well as all shut down and start-up procedures.
 - vi. Contractor shall complete maintenance service report.

6. Annual Operational Equipment Maintenance and Inspection Services (Dater TBD based on installation date)

- i. General Maintenance and Inspection – Contractor shall:
 1. Perform visual inspection of overall conditions like cleanliness, paint corrosion, etc.
 2. Assess for necessity of replacement parts.
 3. Inspect for unusual noise, unusual vibrations, and odors.
 4. Inspect system for leaks in piping, flange connections; conduct leak test for refrigerant and oil by industry standard methods; correct and stop minor leaks.
 5. Clean all sight glasses and verify levels. Broken sight glasses to be quoted separately, if required.
 6. Calibrate refrigerant monitor and change refrigerant filters.
 7. Review alarm history and operational log with City representative.
 8. Inspect and verify accuracy of all sensors and transducers.
- ii. Motors – Contractor shall check:
 1. Ampere balance (within 10% or mfg. recommendations, whichever is lower).
 2. Terminal (tight connection, porcelain clean, wire in good condition).
 3. Motor Cooling (Check temperature)
- iii. Vane Operation:
 1. Compressor Loads:
 - a. Operate Manual Switch
 - b. Record Motor Amps
 2. Compressor Unloads:
 - a. Operate Manual Switch
 - b. Record Motor Amps
 3. Vanes Will Hold (place manual switch in hold) and Observer Water Temperature and Record Amps.
 4. Verify vane control system. Lubricate as required.
- iv. Controls – Contractor shall:

Verify set points and operation of operating controls

- a. Operating Controls
 - i. Check setting and Operations
 - ii. Check Vane Control Setting and Operations
 - iii. Verify Motor Load Limit Control
 - iv. Verify Load Balance Operations
 - b. Projective Controls
 - v. Test Operations
 - 1. Alarm relay
 - 2. Pump Interlocks
 - 3. Verify start, stop and anti-cycle timers.
 - 4. Clean inside and outside of cabin.
 - 5. Check connections for tightness.
 - 6. Check operation of indicator/alarm lights and LED/LCD displays.
 - 7. Check all gauges for proper connections, errors, breakage and anything that may impede accurate measurements.
 - 8. Inspect, clean and test flow switches and flow sensors.
 - 9. Inspect, check and test refrigerant sensors.
 - 10. Inspect, clean and test non-refrigerant sensors.
 - 10. Check operation of oil pressure and temperature controllers.
 - 11. Check operation of head pressure controls and control valves.
 - 12. Calibrate the valves and controls.
 - 13. Check and calibrate flow switches operation.
 - vi. Compressor –Chiller Unit:
 - 1. Leak Test – Contractor shall check:
 - a. Compressor Fittings and Terminals
 - b. Pipe Fittings
 - c. Vessel Relief Valves
 - vii. Lubrication System – Contractor shall:
 - 1. Check oil-heater and verify the oil temperature.
 - 2. Check operation of the pump.
 - 3. Check the solenoid valve, strainer and associated equipment.
 - 4. Change the oil filter(s).
 - 5. Take oil sample for testing before purging the system
 - 6. Dispose of the waste oil and other fluids in compliance with relevant EPA/OSHA regulations.
 - viii. Purge System – Contractor shall:
 - 1. Brush clean condenser tubes.
 - 2. Drain water as required and record volume drained.
 - ix. Electrical System – Contractor shall:
 - 1. Check the interior and components of the starter for cleanliness, moisture and oil free conditions.
 - 2. Measure and record voltages on all phases.
 - 3. Check all the contacts for signs of wear and pitting.

4. Measure and record load current on all phases on the compressor motor and compare with installed meter and nameplate values.
 5. Check the motor terminals. Replace and restore damaged insulation.
 6. Check and record all voltages and amperages.
 7. Meg the motor and record readings.
 8. Check capacitors and provide customer a quote to replace if needed.
- x. Condenser Tubes – Contractor shall:
1. Mechanical brush cleaning of the condenser tubes, thoroughly clean head plate and end sheets, replace gaskets, replace insulation as needed for all chillers with a water-cooled condenser.
 2. Perform eddy current test on condenser tubes.
- xi. Contractor shall notify the City representative of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to equipment; conditions which may be hazardous; and other abnormal condition per manufacturer's and/or industry standards. The Contractor shall notify the City representative within thirty (30) minutes from taking out of service any equipment.
- xii. Removal of unit from service: Removal of Equipment from service during peak hours shall be coordinated with and approved by City prior to removal. Removal of Equipment for service during off-peak hours is expected, but notification to and coordination with the City shall be provided within thirty (30) minutes from removing equipment from service.

4.8 GENERAL WORK REQUIREMENTS:

1. Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation.
2. Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, and all applicable federal, state, and local laws and regulations.
3. Contractor shall lay out the work using acceptable practices before starting any activities.
4. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the quoted prices. City shall not be responsible for trip charges and/or service charges related to Contractor delivering the wrong part. Contractor shall only invoice the City for the time spent on City's property and in accordance with Attachment A, Price Schedule.
5. Additional work on this contract can only be performed with prior City approval. The City, however reserves the right to solicit bids from other companies on other service work that is not specifically included in the scope of this contract.
6. Before ordering any materials or performing any work, the Contractor shall verify all requirements and shall be responsible for correctness of the same.
7. Parts and/or components and workmanship shall be those as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and standards.
8. Contractor shall furnish manufacturer's recommended materials, data, and manuals, etc., for the scheduled maintenance of the chiller system to the City designated representative.
9. Contractor shall ensure staff, including but not be limited to, supervisor, service representatives and service technicians meet and follow all City security and other standards.
10. Contractor shall be responsible for the conduct and performance of the Contractor's employees including any subcontractors.
11. City will provide necessary and reasonable means of access to the equipment being serviced. Contractor shall be free to stop and start all primary equipment incidental to the maintenance of the equipment as necessary provided that arrangements are mutually agreed upon in advance by the Contractor and the City representative. The

Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of equipment shutdown at any facility shall be coordinated through City representative.

12. Prices for all services shall reflect all associated costs including materials and labor hours in accordance with Attachment A, Price Schedule.
13. Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract, in whole or in part, at City's discretion.
14. The work in this RFO shall be performed while the facilities are occupied or unoccupied; therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants' daily responsibilities, unless authorized by the City Facilities Manager.

4.9 WORK HOURS:

1. Regular Time: Regular working hours are defined as Monday – Friday, 8:00 a.m. to 5:00 p.m., exclusive of City recognized Holidays.
2. Overtime work hours are Monday through Friday 5:01 p.m. to 7:59 a.m., all day on Saturday
3. Double time work hours start at 12:01 a.m. to 11:59 p.m. Sunday and are applicable on City recognized holidays.
4. All work shall be coordinated with the respective City representative or designee to ensure building access and the least amount of disruption to the building occupants at all locations.
5. Work shall not be scheduled on Wednesdays or Thursdays during City council sessions.

4.10 BUILDING RESTRICTIONS:

1. ACCESS: The contractor shall make prior arrangements with the designated COSA representative for access to the building to perform the services and obtain temporary access badges, if necessary.
2. IDENTIFICATION. Contractor's and subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out to perform work under this contract. Contractor shall have the following:
 - a. Vehicle(s) with Contractor's Logo
 - b. Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.
 - c. ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by the City. As a minimum, badges shall contain name of Contractor, the technician and name of contractor performing the work (if different).
3. PARKING: The contractor shall make arrangements with the designated City representative prior to off-loading tools and equipment at the job site. The contractor shall park only in spaces assigned by the designated City representative.
4. Contractor shall park only in designated parking spaces when performing services at any location. The Contractor shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.
5. RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
6. SECURITY: The contractor shall provide a list of all contractor personnel or subcontractors at each job site and comply with all security measures required by the City. The Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.

4.11 WARRANTY:

1. Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor under the scope of this agreement shall be warranted for a minimum period of one (1) year from the date of final acceptance of the work.
2. **PERFORMANCE WARRANTY:** Work performed under the solicitation shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.
3. **MATERIAL WARRANTY:** Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than one (1) year and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one (1) year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the Facilities Management or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.
4. All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. The City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. Both parties shall have the right to terminate this Contract, in accordance with Section 006 – Termination. However, the City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

4.12 UNSATISFACTORY PERFORMANCE:

1. Unsatisfactory performance may result in a negative vendor performance report. City may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
2. "Call back" to correct the previous services.
3. Contractor personnel assigned does not have the skill or knowledge to diagnose the problem or perform the required services.
4. Contractor does not provide submittals as required by the solicitation.
5. Contractor does not complete the work as required by the solicitation.
6. Contractor does not provide invoice as required by the solicitation.
7. Contractor does not meet the project schedule as required by the solicitation.
8. Contractor does not meet performance requirements as required by the solicitation.
9. Contractor does not meet documentation requirements as required by the solicitation.
10. Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the equipment, and professional trade standards. Failure of Contractor to produce quality service under the terms established in this specification/scope of work may result in the termination of the contract by the City.
11. Contractor does not have an effective and efficient Quality Control Program as required by the solicitation.

4.13 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:

1. Materials shall be delivered to the job site by the contractor and the quantity shall be sufficient to provide services.
2. Materials shall be protected from the environment and temperature fluctuation.
3. Contractor shall not allow the product to freeze.
4. Due to the size of mechanical rooms, the contractor shall not store materials, parts and/or components without written authorization from CDDR.

4.14 QUALITY CONTROL PROGRAM:

1. Only trained and certified technicians shall be used to provide services.
2. Only products shipped directly from the manufacturer or an approved distributor shall be used in this contract.
3. The contractor shall ensure that quality standards are met during and after maintenance services.
4. All services shall meet codes and manufacturers standards.
5. The contractor is responsible for quality services and quality control procedures.
6. The contractor shall provide a report that shows requirements were met.
7. The program shall meet ISO 9001 and/or similar standards.

4.15 SERVICES AND RESPONSE TIME:

1. Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hour per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.
2. Contractor shall provide a point of contact (name and phone number) to be available 24/7 including week, weekend, and holidays.
3. Contractor shall provide the name and phone number of the technician providing the services and ticket number or service number.
4. **SCHEDULED MAINTENANCE SERVICE:** The Contractor shall perform the scheduled maintenance on the scheduled date. If unforeseen conditions arise, (example bad weather during the scheduled date) on the initial proposed scheduled date, the Contractor shall notify CDDR via email or phone call. The rescheduled service shall be performed within fourteen (14) calendar days of the original scheduled maintenance date.
5. **CALL BACKS AND RESPONSE TIME:** Call backs are returns for inspection services for an incident that City previously requested, and for which Contractor previously reported having completed the services. Call backs during normal working hours. Call-back service is included at no additional cost to City.

4.16 SPECIAL CONDITIONS:

1. Contractor will not be responsible to install additional equipment that may be required or recommended by insurance companies, governmental agencies, or others.
2. Prices must remain firm for the duration of the contract period.
3. City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification/scope of work are being fulfilled. The Contractor agrees to furnish personnel to accompany City and/or its representatives during such inspections, for a quoted price to be approved by the City. Deficiencies noted shall be submitted in writing to the Contractor. The Contractor shall, promptly (within ten (10) calendar days, unless otherwise agreed), correct deficiencies covered under the terms of this specification/scope of work at Contractor's sole expense.
4. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's sole expense.
5. The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:
 - a. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by the City as confidential.
 - b. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.
6. Contractor shall not, in the course of performance of this specification/scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of the City, as applicable.

7. Contractor shall complete any required scheduled maintenance services prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice.
8. The Contractor shall solve problems:
 - a. To solve any specific problem, and at the request of the CDDR, contractor shall provide analysis reports. Analysis reports shall be submitted, within ten (10) days from the date of collection, to the CDDR.
 - b. Research, Laboratory Back-Up and Problem Solving - Contractor shall have an in-house laboratory or access to a contract laboratory capable of assisting in solutions of problems that may cause loss of efficiency or equipment damage.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000 and terminate on JULY 31, 2021.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for ONE additional ONE-year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council:

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council or guarantee that the City Council will award the contract to Vendor.

Cooperative Contract Provisions:

Term Consistent with Cooperative Contract: Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents: The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number #030817 through SOURCEWELL.

Order of Priority of Contract Documents: Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty:

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

All or None Bid:

City of San Antonio will make award to one vendor only.

Internal / External Catalog:

San Antonio e-Procurement: The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

Paper Catalog: If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content: All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog: Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates:

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance:

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "CHILLER REPLACEMENT FOR MUNICIPAL PLAZA" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its

behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Building and Equipment Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
5. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
6. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than seven years subsequent to the completion of the professional service.

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Building and Equipment Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Payment Bond:

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one-year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Performance Bond:

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United State Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one-year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power

of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Prevailing Wage Rates: The Provisions of Chapter 2258 of the Texas Government Code are expressly made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with the Wage and Labor Standard Provisions stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment E.

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Section 006-General Terms & Conditions.

Workers' Compensation:

Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- obtain from each other person with whom it contracts, and provide to the contractor:

 - a certificate of coverage, prior to the other person beginning work on the project; and

 - a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B– Local Preference Identification Form

Attachment C – VOSB Ordinance

Attachment D – VOSB Tracking Form

Attachment E – Prevailing Wage

Attachment F – HB 1295 Form

Attachment G – Working with CoSA

Exhibit I – Sourcewell Contract 030817-JCI

Exhibit II – Design Conditions Datasheet

Exhibit III – Product Drawing

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original: If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services:

Destination Contract: Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver: When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders: Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City: City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing: After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment:

Invoice Submissions: City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required on Invoice:

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City:

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments: Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination:

Termination-Breach: Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice: City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding: City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be affected by Director, without further action by the San Antonio City Council.

Independent Contractor: Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION:

VENDOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, but only for the proportion of

damages, losses and expenses caused by Vendor, or including any acts or omissions or wilful misconduct of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment: Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents: Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention:

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability: If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law: Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications: Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance: Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue: Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination: As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IIIC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Attorney's Fees: The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel:

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited: Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes: In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract: This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement: This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, addendums, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.

1000653

Signer's Name

Ben J. Emmert

Name of Business

Johnson Controls PLC

Street Address

3160 Thousand Oaks Dr. Ste 2110

City, State, Zip Code

San Antonio, TX 78247

Email Address

Ben.J.Emmert@jci.com

Telephone No.

Fax No.

City's Solicitation No.

6100013090

Ben Emmert

Digitally signed by Ben Emmert
Date: 2020.07.30 18:19:00 -05'00'

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 – ATTACHMENTS
ATTACHMENT A. PRICE SCHEDULE
Rev. I dated July 30, 2020

					Sourcewell Contract # 030817		
Item	Description- Chiller Replacement	Quantity	UOM	List Price	Discount	Net Price	Total Price
1	Chiller: 250-Ton York YVWA (*Equipment)	1	EA	\$219,898.51	55%	\$98,954.33	\$98,954.33
2	Turnkey Installation (for Chiller) Project Mechanic Labor	770.75	HR	\$135.00	10%	\$121.50	\$93,646.13
3	Compressor Move - Project Mechanic Labor	20.75	HR	\$135.00	10.75%	\$120.48	\$2,499.96
4	Test and Balance Labor - **Subcontract	1	EA	\$11,539.00	Cost + 30%	\$15,000.00	\$15,000.00
5	Engineering MEP Drawings & Labor - **Subcontract	1	EA	\$15,385.00	Cost + 30%	\$20,000.50	\$20,000.50
6	One (1) Year Preventive Maint. Labor	23.25	HR	\$146.00	11%	\$129.94	\$3,021.05
7	Parts: *epoxy coat condenser & evaporator endsheets	1	EA	\$6,650.00	55%	\$2,992.50	\$2,992.50
8	Parts: *evaporator annodes	1	EA	\$3,325.00	55%	\$1,496.25	\$1,496.25
9	Chiller Rental - Subcontract	5	Months	\$11,154.00	Cost + 30%	\$14,500.20	\$72,501.00
10	Chiller Rental Install/ removal Project Mechanic Labor	79	HR	\$135.00	11%	\$120.15	\$9,491.85
Item	Additional Services: (Contingency)	Quantity	UOM	List Price	Sourcewell Contract # 030817 Discount	Net Price	Total Price
11	Project Manager - Labor Rate	20	HR	\$200.00	10%	\$180.00	\$3,600.00
12	Project Mechanic-Labor Rate - Chiller	30	HR	\$135.00	10%	\$121.50	\$3,645.00
13	Chiller Mechanic - Labor Rate	30	HR	\$146.00	10%	\$131.40	\$3,942.00
14	Control Tech. - Labor Rate	30	HR	\$199.00	10%	\$179.10	\$5,373.00
Item	Parts Markup %: (Contingency)	Estimated Spend/Percentage				Net Price	Total Price
	Percent Markup added to Contractor's Cost: Prices for parts shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice for each part.					\$25,000.00	\$25,000.00
15	Mark-up % over Cost	30 %				\$7,500.00	\$7,500.00
		*Vendor's time for performance of SOW shall be extended for reasonable time delays due to causes reasonably beyond Vendor's control, such as a pandemic; COVID-19.					
	Total	**Subcontract Amount Not To Exceed (NTE)					\$368,663.57

Payment Terms: Prompt payment discount 0 % 30 days. (If no discount is offered, Net 30 will apply)

ATTACHMENT B.

LOCAL PREFERENCE IDENTIFICATION FORM

(Posted as a separate document)

ATTACHMENT C.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation as Attachment D. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHMENT D.

VETERAN OWNED SMALL BUSINESS TRACKING FORM

(Posted as a separate document)

ATTACHMENT E.

Prevailing Wage

(Posted as a separate document)

ATTACHMENT F.

CERTIFICATE OF INTERESTED PARTIES FORM 1295

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

www.ethics.state.tx.us/filinginfo/1295

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

ATTACHMENT G

Working with CoSA

(Posted as a separate document)

EXHIBIT I

Sourcewell Contract 030817 - JCI

(Posted as a separate document)

EXHIBIT II

Design Conditions Datasheet

(Posted as a separate document)

EXHIBIT III

Product Drawing

(Posted as a separate document)

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: _____ RFO NO 6100013090

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	Johnson Controls	
Physical Address:	3660 Thousand Oaks Dr Ste 216	
City, State, Zip Code:	San Antonio, TX 78247	
Phone Number:	866-892-7298	
Email Address:	Crystal.L.Torres@jci.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: _____		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

Title

Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions. The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: RF ONO. 61000 130 90

Name of Respondent:	Johnson Controls Plc	
Physical Address:	3660 Thousand Oaks Dr Ste 216	
City, State, Zip Code:	San Antonio, TX 78247	
Phone Number:	866-892-7298	
Email Address:	Crystal.L.Torres@jci.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Justin Carney
(Print Name) Authorized Representative of Bidder/Respondent

[Signature]
(Signature) Authorized Representative of Bidder/Respondent

Service Manager
Title

7/31/2020
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the
Bidder/Respondent's bid/proposal.

Attachment E

Prevailing Wage Rates

General Decision Number: TX190231 01/18/2019 TX231

Superseded General Decision Number: TX20180280

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/04/2019

1 01/18/2019

ASBE0087-014 01/01/2018	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST		
INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 22.72	10.02
BOIL0074-003 01/01/2017	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35
ELEC0060-003 06/01/2016	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 21.57	9%+4.65
ELEC0060-004 06/01/2018	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 28.30	13%+5.05
<hr/>		
* ELEV0081-001 01/01/2019	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.57	33.705

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....\$ 34.85	9.85	

IRON0066-013 09/01/2018	Rates	Fringes
IRONWORKER, STRUCTURAL.....\$ 22.05	6.73	

IRON0084-011 06/01/2018	Rates	Fringes
IRONWORKER, ORNAMENTAL.....\$ 23.77	7.12	

PLUM0142-009 07/01/2017	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....\$ 30.25		11.80
HVAC MECHANIC (HVAC Unit Installation Only).....\$ 30.25		11.80
PIPEFITTER (Including HVAC Pipe Installation).....\$ 30.25		11.80
PLUMBER (Excludes HVAC Pipe Installation).....\$ 30.25		11.80

SFTX0669-002 04/01/2017	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....\$ 29.03		15.84

SHEE0067-004 04/01/2018	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....\$ 26.35		15.29
HVAC Duct Installation Only.....\$ 26.10		15.25

SUTX2014-006 07/21/2014	Rates	Fringes
BRICKLAYER.....\$ 22.15		0.00
CARPENTER (Acoustical Ceiling Installation Only).....\$ 17.83		0.00
CARPENTER (Form Work Only).....\$ 13.63		0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....\$ 16.86		4.17
CAULKER.....\$ 15.00		0.00
CEMENT MASON/CONCRETE FINISHER.....\$ 22.27		5.30
DRYWALL FINISHER/TAPER.....\$ 13.81		0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....\$ 15.18		0.00
ELECTRICIAN (Low Voltage Wiring Only).....\$ 20.39		3.04
IRONWORKER, REINFORCING.....\$ 12.27		0.00
LABORER: Common or General.....\$ 10.75		0.00
LABORER: Mason Tender - Brick.....\$ 11.88		0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 12.00		0.00
LABORER: Pipelayer.....\$ 11.00		0.00
LABORER: Roof Tearoff.....\$ 11.28		0.00
LABORER: Landscape and Irrigation.....\$ 8.00		0.00

OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Tapin.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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).

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.

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.

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.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
- * a wage determination matter
- * 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 and should be followed. 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 Determinations: Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) 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.

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



CITY OF SAN ANTONIO

Working with COSA -----Keys to faster payments

Welcome to doing business with the City of San Antonio (COSA)! We appreciate our suppliers and vendors and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
 - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
 - City PO numbers begin with "45" or "80" and are 10 digits in length.
 - Invoices received without a valid PO number are subject to return for correct billing.
 - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
 - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
 - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.
- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
 - Credit memos will be accepted to offset pricing issues.
 - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.
- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable: Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

By Mail:

City of San Antonio
Finance Department / Accounts Payable
P.O. Box 839976
San Antonio, TX 78283-3976

By Delivery service:

City of San Antonio
Finance Department / Accounts Payable
111 Soledad, 4th Floor
San Antonio, TX 78205

By Electronic submission: .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

Accounts.Payable@sanantonio.gov Original, first time submission invoices only

apteam@sanantonio.gov Statements & status inquiries

Please note: Invoices submitted by electronic submission are only considered “original” when the submission comes directly from the vendor to Accounts Payable using this e-mail address. You may courtesy copy departmental personnel on the e-mail if requested.

❖ At a minimum, all invoices should include the following fields and information:

- Vendor name, address and phone number
- dba name (if applicable)
- Remit address for payments (if applicable)
- Ship to name and address
- Invoice number – ensure it is a unique number for each invoice
- Invoice date
- Purchase Order number
- Payment terms including discounts or retainage terms
- Line item detail for each item ordered including quantity, unit price, total
- Total invoice amount.

❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.

❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.

❖ Change of address or change of remittance address notifications should be submitted in writing to vendors@sanantonio.gov or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.

❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section’s main phone number and ask to be directed.

Main phone: 210-207-2064

We thank you for taking the time to review this information and look forward to working with you.

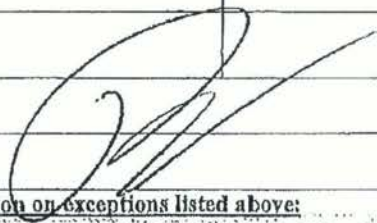
Finance Department
City of San Antonio

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUESTCompany Name: Johnson Controls, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
8.20, pg 29	Asbestos Containing Materials and Other Hazardous Materials.	See explanation on following page	See below
N/A	Waiver of Consequential Damages and Limitation of Liability	See explanation on following page	See below

Proposer's Signature: Date: 03/02/2017NJPA's clarification on exceptions listed above:

The proposed exceptions are not accepted. They are site specific and addressed specifically in Member's purchase orders.



State of Wisconsin, County of Milwaukee
 on this 2nd day of March, 2017
 signed by Danya Foster, Notary Public
 my certification expires May 30, 2020
 Danya Foster



Asbestos Containing-Materials and Other Hazardous Materials.

(a) Asbestos-Containing Materials: Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Owner shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or Services that may result in the disturbance of ACM. If either Owner or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Owner and JCI, Owner shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Work or Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Owner shall resume its responsibilities for the ACM after JCI's remediation has been completed.

(b) Other Hazardous Materials: "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under any local, state or federal law, regulation or ordinance, relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paints and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Work or Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Owner shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or Services. If either Owner or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other's contacts. As between Owner and JCI, Owner shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Owner shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or Services.

(c) Environmental Indemnity: Notwithstanding any other provision of the Contract, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless JCI and its subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Owner's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facility, or the noncompliance with this section titled, "Asbestos Containing-Materials and Other Hazardous Materials."

Waiver of Consequential Damages and Limitation of Liability

In no event, whether in contract, tort or otherwise (including breach of warranty, negligence and strict liability in tort), will a party be liable for indirect or consequential (including loss of business, loss of profits, and the like), exemplary, punitive or special damages, even if such party has been advised of the possibility of such damages in advance and even if a remedy set forth herein is found to have failed of its essential purpose. In no event shall JCI be liable for any damages in excess of the Contract Amount.

Contract Award
RFP #030817

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

[HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES]

In compliance with the Request for Proposal (RFP) for HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Johnson Controls, Inc. Date: 03/02/2017

Company Address: 5757 North Green Bay Avenue, P.O. Box 591

City: Milwaukee State: WI Zip: 53201

Contact Person: Andrew Pergande Title: Andrew.Pergande@jci.com

Authorized Signature: [Signature] Brandon Jackson
(Name printed or typed)

State of Wisconsin, County of Milwaukee
on this 2nd day of March, 2017
Signed by Danyla Foster, Notary Public.
my certification expires May 30, 2020
Danyla Foster

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 030817-JHN

Proposer's full legal name: Johnson Controls, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be May 8, 2017 and will expire on May 8, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 8, 2017

NJPA Contract # 030817-JHN

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Johnson Controls

Authorized Signatory's Title 690 / Cooperative Manager



VENDOR AUTHORIZED SIGNATURE

Andrew Pergande
(NAME PRINTED OR TYPED)

Executed on 5/8, 2017

NJPA Contract # 030817-JHN

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Johnson Controls, Inc.

Address: 5757 North Green Bay Avenue, P.O. Box 591

City/State/Zip: Milwaukee, WI 53201

Telephone Number: 414 524 4708

E-mail Address: Brandon.L.Jackson@jci.com

Authorized Signature: _____

Authorized Name (printed): Brandon Jackson

Title: Vice President of Branch Sales

Date: 03/02/2017

Notarized

Subscribed and sworn to before me this 2nd day of March, 2017

Notary Public in and for the County of Milwaukee State of WI

My commission expires: May 30, 2020

Signature: Danyel Porter



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Johnson Controls

Questionnaire completed by: Andrew Pergande

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Johnson Controls uses Net 30 payment terms.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Our approach to financing is to assist in identifying a lender through competitive procurement from a group of qualified lenders, and work closely with our clients to provide the most favorable financing package for the project. Johnson Controls receives no commissions or finder's fees for bringing financing institutions to our clients.

Most public entities that we've worked with have selected a tax-exempt capital lease structure. This structure has the least amount of transaction costs and is offered at rates comparable to other forms of public sector financing.

Johnson Controls will help NJPA members:

- Obtain the lowest interest rate
- Obtain the lowest cost of financing
- Protect against interest rate fluctuations
- Minimize your time devoted to financing issues
- Explore available alternative funding sources

The following table shows some of the financing options used by our customers.

Financing Option	Description*
Installment Purchase (Buy)	No down payment required. The customer makes even payments monthly over a number of years (typically 5 years). Customers own their equipment. Typically used with projects \$25,000 and up. Flexible payment schedules are available. This is a full term obligation at taxable rates, but financing is done directly through Johnson Controls on a light document package.
Tax Exempt Lease Purchase	Similar to installment purchase, but customer doesn't take title to purchase until the end of the term. Lease terms range from 2 to 10 years depending upon the size of the project and the credit status of the individual customer. Payment frequencies can be matched to fit the Customer need from monthly to annually, in arrears or in advance - again depending upon the Customer criteria.
Operating Lease	Zero money down and low monthly payments. At the end of the term the customer must purchase for Fair Market Value, return, or release the equipment. This type of financing is most often used when an entity has restrictions on ownership or title transfer of equipment.

* Terms subject to credit approval. Descriptions are for information purposes and should not be construed as financial advice.



- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Systems and Services North America has a wholly owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the NJPA contract will have the NJPA contract number and will be logged. Upon customer award, each sale will be reported to NJPA quarterly (or on NJPA's desired frequency).

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

We do accept P-card procurement and payment, and we do not pass on any fees to the customer.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Do your warranties cover all products, parts, and labor?

Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

What are your proposed exchange and return programs and policies?

The following sample text shows our standard warranty for HVAC systems and service. Extended or customized warranty terms are negotiable.

Parts Warranty: JCI warrants that original equipment, parts or components manufactured or labeled by JCI shall be free from defects in material and workmanship under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment. Equipment, parts or components not manufactured or labeled by JCI shall carry a warranty from defects in material and workmanship under normal usage and proper installation and maintenance for a period of ninety (90) days from the date of shipment. Notwithstanding the foregoing, in the event JCI is reasonably able to identify a warranty for a period longer than the ninety (90) days applicable to equipment, parts or components not manufactured or labeled by JCI, it will assign all assignable rights under such warranty to Customer and reasonably cooperate in the enforcement of any warranty claim. Recertified or replacement parts installed on equipment and still under the original equipment manufacturer's warranty are covered for ninety (90) days or the remainder of the original equipment manufacturer warranty period, whichever is longer. For large tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: screw compressors, motors, control panels and components, VFD's and components and Liquid Cooled Solid State Starters and components. For small tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: scroll compressors, condenser coils, control panels and components, screw compressors (DXS and Mustang), and fan motors. In the event of a valid warranty claim, the Customer's remedy shall, at JCI's sole discretion and subject to the exclusions herein, be limited to repair or replacement of the subject equipment, part or component conditioned upon the return to JCI of any defective equipment, part or component. This Parts Warranty does not cover any shipping, handling or transportation charges or any associated labor costs.



Labor Warranty: JCI warrants its workmanship or that of its agents in relation to installation of materials for a period of ninety (90) days from date of installation or with respect to service work for a period of ninety (90) days from the date of service. Customer acknowledges that re-performance shall be its exclusive and only remedy with regards to any services provided by JCI. Customer shall bear all labor costs associated with the repair or replacement of failed material that is outside the scope of this express labor warranty. All warranty labor shall be executed during JCI normal business hours.

These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

The following table provides answers to the questions from the RFP.

Question	Information
Do your warranties cover all products, parts, and labor?	There is a parts warranty and a typically a manufacturer warranty that is passed on to the customer. Additionally there is a labor warranty provided by Johnson Controls
Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.
Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?	We can provide warranty repairs in all geographic regions.
Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We pass all manufacturer warranties on to the customer. If requested and negotiated into the contract, we can cover a manufacturer warranty or enable the customer to buy an extended warranty.
What are your proposed exchange and return programs and policies?	If we are in the installation phase and the requested change is similar in price and operation to the planned equipment, we will make the change as requested. If the change is less expensive, we will refund the difference to the customer. If the change is more expensive, we implement the change with a formal Change Order.



6) Describe any service contract options for the items included in your proposal.

We will guarantee the performance of our company's labor by supplying proposals based on our nationwide project-estimating program, Project Estimating Tool. This program has been refined over many years using thousands of service calls to establish acceptable rates and labor hours to perform mechanical tasks.

As described in Form A, question 19, we deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service **any competitive brand of equipment**, including chillers, boilers, HVAC mechanical equipment, and controls systems. When it comes to servicing HVAC equipment or controls system, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to community of a local service provider.

We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement are equally important in a successful strategy.

Reactive Maintenance

Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred.

Preventative Maintenance

Scheduling maintenance at specific times offers a first line of defense against failure.

Predictive Maintenance

Checking the condition of equipment as it operates. Equipment condition, rather than time intervals, determines the need for service.

Proactive Maintenance

Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Johnson Controls offers efficient energy solutions for all types of buildings. We have been the leader in high quality building environments and mechanical services and contracting for decades. We are the market leader in performance contracting, with a greater market share and more experience than any of our competitors.

We offer NJPA members experience and expertise in HVAC system design, installation, and service. This include such items as smart building services, controls, building automation systems, lighting, and building envelop. We also provide distribution systems, cogeneration plants, water conservation, and water and sewage systems. Our renewable energy offerings include solar, wind, microgrids, and distributed energy storage.

We have installed our products 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.

Our 4,500 front-line service providers operate out of 160 company-owned branch locations, providing local expertise that is able to respond to customer needs 24 hours a day, 7 days a week. As a vendor neutral company, we service all makes and models of equipment. We also provide assistance to our customers with finding and procuring grants and rebates, public relations campaigns, training, and energy awareness education for your residents, students, or guests.



- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent.

Labor Rates

For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually.

Equipment, Controls, and Solutions

- For equipment, controls, fire alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP)
- For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost
- For Packaged Central Plant solutions (400-4500 tons), cooling towers and pumps, our price depends upon the complexity and size of the system
- HVAC Specialty Air Quality Products are custom built, so pricing will vary
- For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls.

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.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Discounts vary based on equipment and labor. Maximum equipment discounts are 55%. See our response to question 8.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- X b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- X c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Both B and C apply to our response. Depending on the opportunity, the discounts will be equal or better than we offer to GPOs.



- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

We supply these items at cost + 30%.

- 13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

We offer turnkey pricing that includes all costs. Everything included in the costs is documented in the contract.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Shipping costs are included, as is disposal.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping costs are included in the price.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

We strive to achieve just in time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early, when the system is not yet in use.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Pricing calculations under the NJPA contract will leverage estimating tools with defined pricing discounts for NJPA members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each NJPA proposal including reference to the NJPA contract. Pricing for large sales often have multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the NJPA contract would be self-audited. The sales reporting and administrative fee remittance function is independent from the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the NJPA contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission.



- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1.5% annual administration fee with a reduction to 1% in any subsequent year that total contract volume exceeds \$60M.

Industry-Specific Questions

- 19) For the solutions that you are proposing in your response, what is your market share relating to NJPA's specific member sectors (i.e., governmental, educational, or not-for-profit entities)? If you are unable to cite reasonably accurate data or credible estimates, please state this.

Our market share in the Education and Government vertical markets are:

Item	2014	2015	2016
Education	25.4%	22.4%	23.1%
Government	21.2%	23.6%	23.1%

We do not track market share data for non-profit customers.

- 20) Detail your ongoing training programs for your service/installation technicians, including the training frequency and time requirements.

Annual mandatory training for front-line service providers typically includes training in safety, sexual harassment class, diversity, ethics, manager training, energy management, fire and life safety, HVAC mechanical services, life sciences, building controls, networking and connectivity, security systems, systems integration, and others.

Mandatory training for all employees typically includes training in sexual harassment, diversity, and ethics.

Johnson Controls also encourages external training that develops employees' skill and knowledge base, thus promoting career growth and development. External training is also provided as needed to meet account-specific requirements.

For injury prevention, it is critical that employees understand the hazards and potential hazards they could encounter when working on the job. The SSA Safety Training Program focuses on the identification of hazards specific to Johnson Controls work, and the safe work practices necessary to eliminate or control the hazardous conditions identified. As part of the annual or monthly training, employees are encouraged to discuss individual safety experiences on what has and hasn't worked from their perspective. To the extent that lessons learned play a role in accident prevention, employees can save their co-workers from potential injury by discussing these experiences along with their accidents or near misses. Through training and discussion, the idea is to help employees develop a personal stake in the process of making a worksite safer.

Field supervisors receive safety training at a minimum of annually during a kick-off session held during the first quarter of the fiscal year. In addition to a review of relevant safety issues and Area office safety metrics, a train-the-trainer session is conducted for field supervision. In this session, the supervisor learns to conduct the annual safety training for their employees (down to the specific topics chosen for the year), along with the process and resources for conducting and documenting monthly toolbox training.

At a minimum, team leaders conduct toolbox safety training for their team on a monthly basis. A "Toolbox of the Month" topic is posted on the Advisor Safety homepage and is retrieved by the team leader to conduct the training. The "Toolbox of the Month" format is used as a means to convey recent Group/Area safety issues, injury information, and other up-to-the minute safety topics. Each quarter, the supervisor completes a safety checklist in place of a toolbox session. This checklist is used to validate each employee's understanding of the safety training topics discussed earlier.



in the year. The checklist is on Advisor, in place of the Toolbox of the Month topic each quarter. The completed checklists are documented the same way as monthly toolbox training. Additional toolbox topics are also available on the Advisor and in handbook format. The supervisor uses these topics to supplement the Toolbox of the Month or to provide training on an as needed basis based on the type of work being performed, the environment, and/or customer requirements.

21) Describe and demonstrate what specifically differentiates you from your key competitors in the areas of organizational structure and product/service offerings.

Our extensive branch network of 4,500 front-line service providers nationwide 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 install and service all makes and models of equipment.

Additionally, we have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing. Our ability to dedicate resources and specialize in these markets ensures that NJPA members will receive service from experts with extensive experience serving similar customers in similar facilities facing similar problems.

22) In addition to the general narrative of equipment/products and related services requested in Form P, question 7, describe in detail what is included within your response in terms of installation, maintenance, and turn-key services.

We sell, install, commission, maintain, and service customers with cooling, HVAC, heating, energy management, and controls systems needs. Our 4,500 front-line service providers operate out of 160 company-owned branch locations, providing local expertise that is able to respond to customer needs 24 hours a day, 7 days a week.

Our turnkey projects provide equipment, installation, and your choice of maintenance and service needs for a single price. However, our value goes beyond equipment and maintenance programs. We have specialized experts and the experience to improve efficiency at your facilities, address maintenance issues, and prolong the life of the equipment through a life cycle program management approach, increase responsiveness through technical advantages and knowhow, and improve efficiency and downtime. Johnson Controls offers NJPA members the broadest array of offerings to maximize their savings, upgrade their infrastructure, and allow them to invest in staff, facilities, and their communities.

Working with the Johnson Controls team, you can expect:

- Expertise delivered by highly skilled and trained teams
- Expertise delivered by our project managers and engineers who develop solutions to reduce operational costs and improve environmental conditions
- A fast response from our local branches serving the entire state(s)
- A high level of trust through consistent service delivery, accountability and communication
- A flexible service solution with options that can be tailored to meet your requirements and budget
- The highest degree of service, utilizing innovative industry-leading technologies
- Risk mitigation to protect your building and equipment investments

Form P



23) Which industry-specific quality management system certifications (if any) does your company hold? You may also include applicable ISO certifications in your answer.


Johnson Controls is ISO:9001 compliant.

Signature: _____

Date: _____

Signature: _____

Date: 03/02/2017



State of Wisconsin, County of Milwaukee
on this 2nd day of March, 2017
Signed by Danyu Foster, Notary Public
my certification expires May 30, 2020

Danyu Foster



Exhibit II - Design Conditions Datasheet



Design Conditions Datasheet

Unit Tag	Qty	Model No	Net Cooling Capacity (ton.R)	Nominal Voltage	Refrigerant Type
CH-250	1	YVWAMDMEEEAF0250SA	250.0	460-3-60.0	R134a

PIN:

YVWAMDMEEE	AF0250SAX4	6DXSSSSXA	LXXSXREXXX	AC199EXTSA	X44321CXX1	GGWX94260C	XXSCGWHBES	XXX7XXXXBX
....5...105...205...305...405...505...605...705...805...90

Evaporator Data		Condenser Data		Performance Data	
EWT (°F)	54.00	EWT (°F)	85.00	Full Load Efficiency (kW/ton.R)	0.6092
LWT (°F)	44.00	LWT (°F)	94.30	IPLV.IP (kW/ton.R)	0.3712
Flow (USGPM)	598.3	Flow (USGPM)	760.5	Heat Rejection (MBH)	3520
Pressure Drop (ft H2O)	36.9	Pressure Drop (ft H2O)	14.6	Physical Data	
Fluid	Water	Fluid	Water	Rigging Wt. (lb)	12789
Fouling Factor (h.ft².F/Btu)	0.000100	Fouling Factor (h.ft².F/Btu)	0.000250	Operating Wt. (lb)	14079
Fluid Volume (USGAL)	77.67	Fluid Volume (USGAL)	76.87	Refrigerant Charge (lb)	276/276
Min Fluid Flow Rate (USGPM)	220.0	Min Fluid Flow Rate (USGPM)	360.0	Length (in)	174.4
Max Fluid Flow Rate (USGPM)	870.0	Max Fluid Flow Rate (USGPM)	1420	Width (in)	55.3
Evap Type	Hybrid Falling Film	Cond Type	Water Cooled Condenser	Height (in)	71.8
Chiller Type	Water Cooled VSD Screw	Compressor Type	VSD Screw - Semi Hermetic		
Number Passes	3	Number Passes	2		

Electrical Data				
Circuit	1	2	3	4
Compressor RLA	105	107	0	0
Compressor Overload Setting	140	142	0	0

Single Point				
Min. Circuit Ampacity	231			
Min. Non-Fused Disconnect (A)	300			
Min. Fuse / CB Rating (A)	300			
Max. Fuse / CB Rating (A)	300			
Unit Short Circuit Withstand (STD)	50 [kA]			
Wires Per Phase	1			
Wire Range (Lug Size)	#2 AWG - 600 kcmil			
Starter Type	VSD			
				Operating Condition Electrical Data
				Compressor kW
				152.3
				Total kW
				152.3
				Chiller FLA
				216



Design Conditions Datasheet

Notes:

Sound Data in accordance with AHRI Standard 575

Nominal Current based on design conditions

Subject to change without prior notice

Min flow rate is for chillers using water. For glycol chillers please contact the application engineering team.

Certified in accordance with the AHRI Water-Cooled Water-Chilling and Heat Pump Water-Heating Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahrirectory.org. Auxiliary components included in total KW - Oil heaters, Chiller controls. Auxiliary power is already included in the compressor power



ASHRAE Standard 90.1-2010 and ASHRAE Standard 90.1-2013 & 2016 Compliant.



Design Conditions Datasheet

Part Load Rating Data					
Load %	Capacity (ton.R)	COND EWT (°F)	COND LWT (°F)	Total kW	Unit Efficiency (kW/ton.R)
100	250.0	85.00	94.30	152.3	0.6092
75	187.5	75.00	81.70	85.67	0.4569
50	125.0	65.00	69.31	40.75	0.3260
25	62.50	65.00	67.15	19.85	0.3176

Sound Pressure Levels (In Accordance with AHRI 575)									
Load %	63 Hz (dB)	125 Hz (dB)	250 Hz (dB)	500 Hz (dB)	1 kHz (dB)	2 kHz (dB)	4 kHz (dB)	8 kHz (dB)	LpA
100	59	69	60	71	80	78	71	61	83
75	58	72	69	75	78	70	64	63	80
50	59	59	68	69	77	73	62	62	79
25	56	56	69	63	74	71	58	59	76

Note: Unit is equipped with Low Sound Kit (Level 1 Reduction).

THE OCTAVE AND A-WEIGHTED SOUND PRESSURE LEVELS ARE THE LEVELS EXPECTED TO BE OBTAINED IF MEASUREMENTS ARE PERFORMED IN ACCORDANCE WITH AHRI STANDARD 575-08, METHOD OF MEASURING MACHINERY SOUND WITHIN EQUIPMENT ROOMS.

THESE LEVELS ARE EXPECTED TO OCCUR ONLY IN AN ACOUSTIC FREE-FIELD ENVIRONMENT, SUCH AS A LARGE MACHINERY ROOM WITH ACOUSTIC ABSORPTION ON PERIMETER WALLS. PROPER ISOLATION IS REQUIRED AT THE CHILLER MOUNTING FEET, WATER PIPING AND OTHER CHILLER TO BUILDING INTERFACES.

TOLERANCES: THE SOUND LEVEL OF IDENTICAL UNIT SELECTIONS CAN VARY DUE TO MANUFACTURING TOLERANCE AND TEST REPEATABILITY. VARIATIONS OF +/-3 dBA ON THE A-WEIGHTED LEVELS AND +/-5 DB ON THE OCTAVE BAND LEVELS ARE POSSIBLE.

Performance at AHRI Conditions					
Evaporator Data		Condenser Data		Performance Data	
EWT (°F)	54.00	EWT (°F)	85.00	Full Load Efficiency (kW/ton.R)	0.6093
LWT (°F)	44.00	LWT (°F)	94.30	IPLV.IP (kW/ton.R)	0.3712
Flow Rate (USGPM)	598.3	Flow Rate (USGPM)	760.5	Heat Rejection (MBH)	3520
Pressure Drop (ft H ₂ O)	36.9	Pressure Drop (ft H ₂ O)	14.6	Cooling Capacity (ton.R)	250.0
Fluid	Water	Fluid	Water		
Fouling Factor (h.ft ² .F/Btu)	0.000100	Fouling Factor (h.ft ² .F/Btu)	0.000250		
Fluid Volume (USGAL)	77.67	Fluid Volume (USGAL)	76.87		

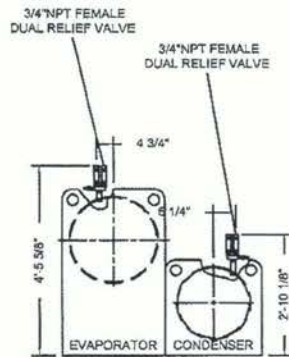
Note: Unit rated at design condition capacity.



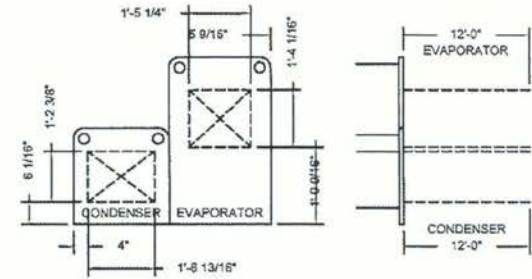
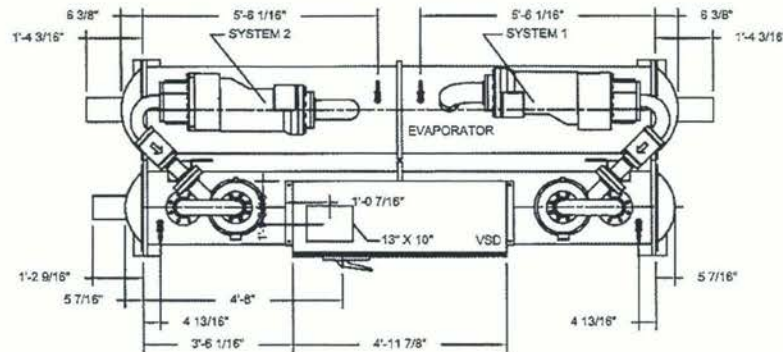
Design Conditions Datasheet

Part Load Rating Data at AHRI Conditions					
Load %	Capacity (ton.R)	COND EWT (°F)	COND LWT (°F)	Total kW	Unit Efficiency (Btu/W·h)
100	250.0	85.00	94.30	152.3	19.70
75	187.5	75.00	81.70	85.67	26.26
50	125.0	65.00	69.31	40.75	36.81
25	62.50	65.00	67.15	19.85	37.78

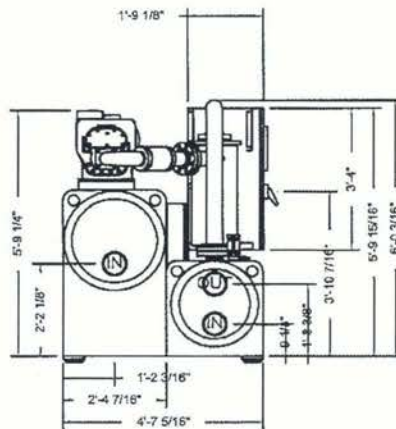
Exhibit III - Product Drawing



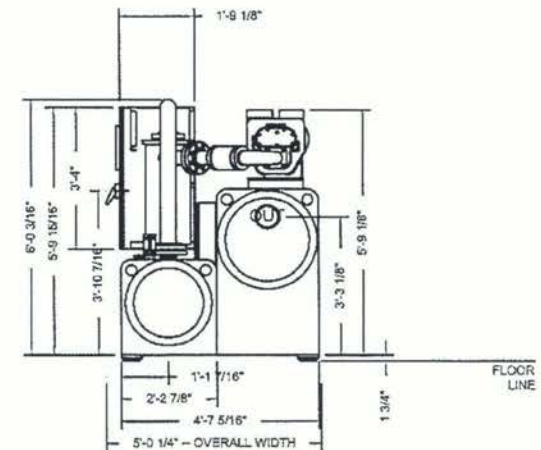
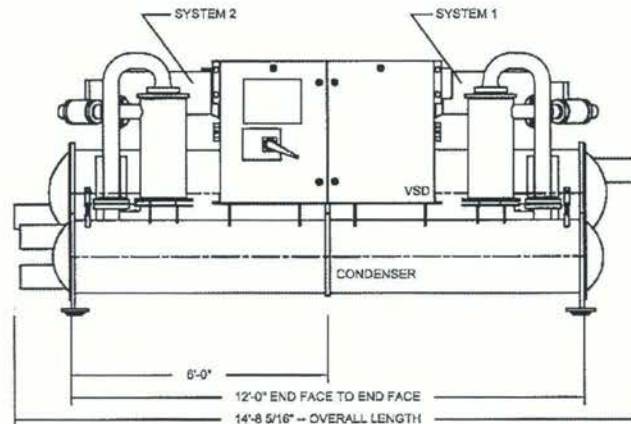
RELIEF VALVE DETAIL



TUBE PULL AREA



LEFT END VIEW (SYSTEM 2)



RIGHT END VIEW (SYSTEM 1)

NOZZLE LEGEND

EVAPORATOR INLET	LEFT SIDE	3 PASSES	6 DIA. (150 Psig DWP)
EVAPORATOR OUTLET	RIGHT SIDE	3 PASSES	6 DIA. (150 Psig DWP)
CONDENSER INLET	LEFT SIDE	2 PASSES	6 DIA. (150 Psig DWP)
CONDENSER OUTLET	LEFT SIDE	2 PASSES	6 DIA. (150 Psig DWP)

Victaulic Grooved Nozzles (per ANSI / AWWA C-606)

PRODUCT DRAWING

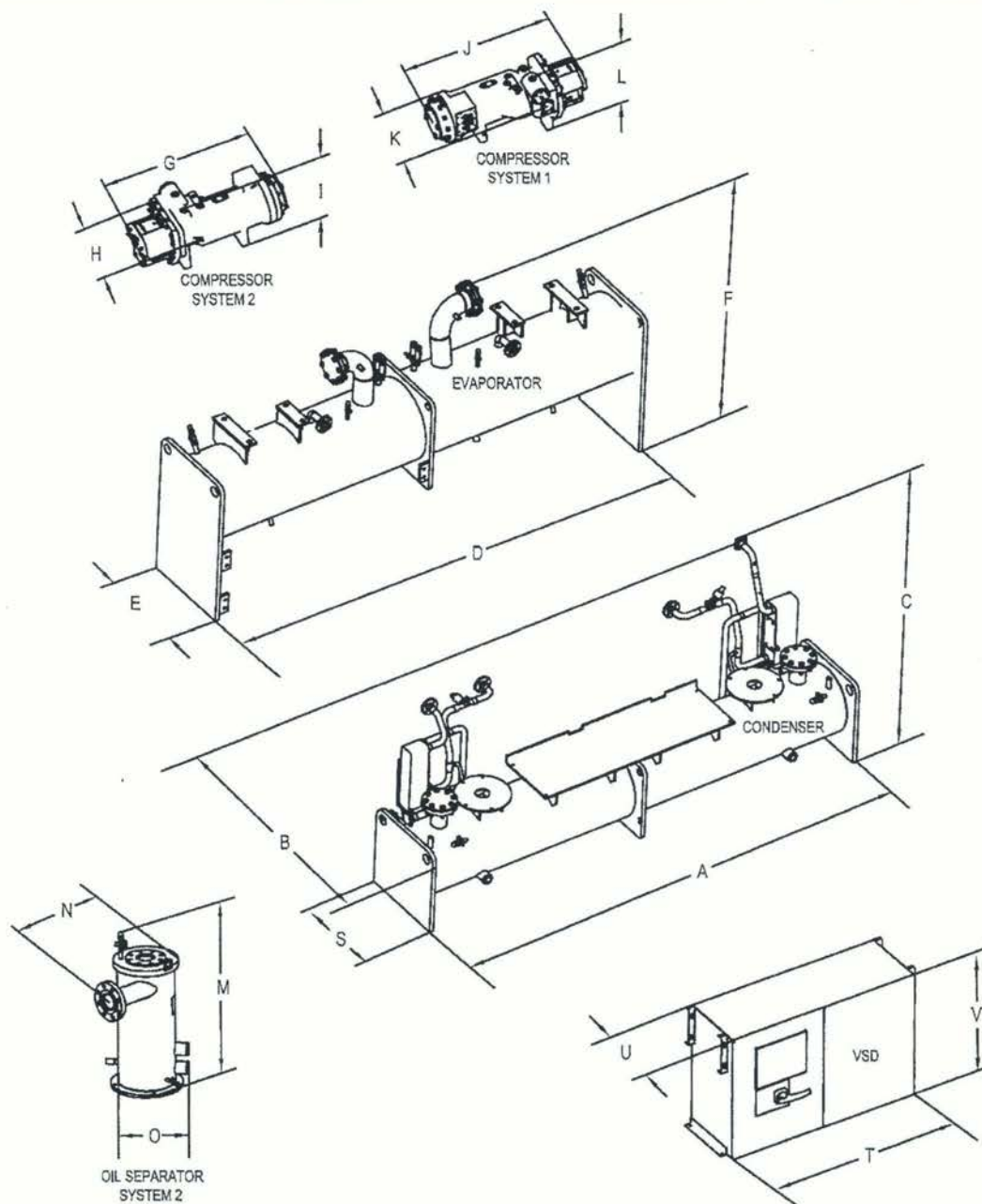
YORK YVWA Water Cooled Screw Chiller
MODEL: YVWA MD ME EE
NOT FOR CONSTRUCTION

Project Name: City of SA
Location:
Engineer:
Contractor:
For:

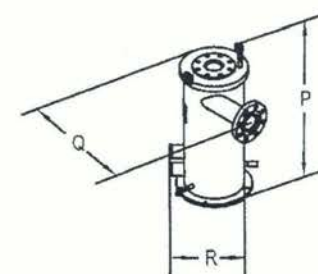
Sold To:
Cust Purch Order#:
Contract#:
UNIT
TAG: CH-250

Date: June 17, 2020
Rev. Date: June 19, 2020
Form No.: 201.30-EG1
Dwg. Lev.: 312
Dwg. Scale: NTS





VESSEL	CODE DIMENSION	W/O SKIDS DIMENSION (ft. & in.)	W/ SKIDS DIMENSION (ft. & in.)	W/O SKIDS WEIGHT (lb.)
CONDENSER	A	14'-5 3/16"	14'-5 3/16"	3219
	B	2'-11 3/4"	2'-3 3/4"	
	C	5'-3 1/2"	5'-9 1/2"	
	S	2'-3"	2'-4"	
EVAPORATOR	D	14'-8 3/8"	14'-8 3/8"	4079
	E	2'-4 1/2"	2'-5 1/2"	
	F	5'-6"	6'-0"	
COMPRESSOR SYSTEM 2	G	3'-7 5/16"	4'-11"	1250
	H	1'-4 3/4"	2'-9 1/2"	
	I	1'-8 1/2"	2'-5 1/2"	
COMPRESSOR SYSTEM 1	J	3'-7 5/16"	4'-11"	1310
	K	1'-4 3/4"	2'-9 1/2"	
	L	1'-8 1/2"	2'-5 1/2"	
OIL SEPARATOR SYSTEM 2	M	3'-0 1/2"	4'-1 1/4"	304
	N	1'-10 1/4"	2'-9 1/2"	
	O	1'-3 5/8"	1'-9 1/4"	
OIL SEPARATOR SYSTEM 1	P	3'-0 1/2"	4'-1 1/4"	304
	Q	1'-10 1/4"	2'-9 1/2"	
	R	1'-3 5/8"	1'-9 1/4"	
VSD	T	5'-3 7/8"	/	981
	U	1'-9 1/4"	/	
	V	3'-4 3/16"	/	



OIL SEPARATOR
SYSTEM 1

NOTES:

- 1.DIMENSIONS INCLUDE WATER BOXES & NOZZLES.
- 2.DIMENSION OF "A" AND "D" IS WORST CASE SCENARIO.
- 3.THE WEIGHT OF COND. & EVAP. INCLUDE TUBE & WATER BOX AND NOZZLES. THE DATA OF WEIGHT IN TABLE IS THE HEAVIEST STATE.
- 4.WHEN VSD IS FURNISHED, MOUNT VSD ON SKID (FURNISHED BY VENDOR).

FORM7 YVWA 12' M (144 in.) - ASME

July 29, 2020

Mr. Jose Correa
City of San Antonio

Dear Mr. Correa,

I have reviewed the proposal for a Chiller with turnkey installation totaling \$192,600.00 for the San Antonio Municipal Plaza.

I also reviewed subsequent proposals as follows:

MEP Drawings \$20,000.00

Five years parts and labor warranty \$7,500.00

One-year maintenance agreement \$3,000.00

Move 4 existing compressors to Frank Wing \$2,500.00

Adding epoxy coating to condenser and evaporator end sheets \$3,000.00

300-ton air cooled rental for one month with install \$24,000.00

Additional month rental of 300-ton air cooled rental \$14,500.00/per month.

The proposals are compliant with Sourcewell contract #030817-JHN as it meets pricing requirements established by the contract.

If you have any questions or require any additional information, please don't hesitate to reach out to me directly at 218-895-4124 or Corey.jensen@sourcewell-mn.gov.

Respectfully,


Corey Jensen
218-895-4124
Corey.jensen@sourcewell-mn.gov



Johnson Controls – San Antonio Service + Projects
January 1, 2020 – December 31, 2020 Street Rates

Branch	Product	Street Rate	Street Rate Effective from Date
Johnson Controls San Antonio, TX CB - 0N85	Control Technician	\$ 199.00	1/1/2020
Johnson Controls San Antonio, TX CB - 0N85	Chiller Journeyman	\$ 146.00	1/1/2019
Johnson Controls San Antonio, TX CB - 0N85	Security and Fire System Rep	\$ 147.00	1/1/2019
Johnson Controls San Antonio, TX CB - 0N85	Project Management	\$ 200.00	1/1/2020
Johnson Controls San Antonio, TX CB - 0N85	Project Mechanic Journeyman	\$ 135.00	1/1/2020

**Discount from street rates available with annual service agreements and co-operatives both locally and nationally. Please contact your JCI Account Executive, Service Manager or Technician for details.*

 Johnson Controls Personnel Directory					
Service Maintenance / Repair Visits					
Cell	Name	Position	Desk Phone	Cell Phone	Email
Level 1:	Angelia Lee	Central Dispatcher	(210) 524-7023	(210) 612-3457	Angelia.D.Lee@jci.com
	Jason McReynolds	Technical Team Lead		(210) 304-9875	Jason.L.McReynolds@jci.com
Level 2:	Justin Carey	Truck Service Manager	(210) 524-7094	(210) 760-3172	Justin.Carey@jci.com
Manager	Brad Stokes	Branch Service Manager	(210) 524-7066	(210) 238-3295	Bradley.A.Stokes@jci.com
Manager	Ben Emmert	Branch Installation Manager		(785) 230-4261	Ben.J.Emmert@jci.com
After Hours Emergency Service Calls					
24x7 Customer Service Center: 1-866-297-7794					
JCI Staff Count					
Role	Count				
Chiller Mechanics	23				
Apprentices	7				
Control Techs	11				
Project Managers	6				
Project Techs	14				



**TRANE®**

Trane Rental Services
3600 Pammel Creek Rd.
La Crosse, WI 54601
Phone: 800-755-5115

Date**4/30/2020**

Monthly Rental Period: 28 Days
Minimum Rental: 7 Days
Other Details:

City of San Antonio Municipal Plaza
114 W Commere
San Antonio, TX 78205

Salesperson: Taylor Freitas
Cell: 210-382-6186

Recurring Charges: Rates Reflect Quantities

Description	Qty	Price Each	Monthly Charge	Est. Rental Period
			\$20,494.00	
300 Ton Air Cooled Chiller	1	\$ 12,000.00	\$ 12,000.00	
4/0 x 100ft Cable Box	9	\$ 640.00	\$ 5,760.00	
6" x 200ft Hose Box	2	\$ 940.00	\$ 1,880.00	
6" x 100ft Hose Box	2	\$ 410.00	\$ 820.00	
4" Vic to flange adapter	2	\$ 7.00	\$ 14.00	
6" X 4" No. 50 Reducer	2	\$ 10.00	\$ 20.00	

Quote Assumes:

- 1) House pumps will be utilized.
- 2) Temporary chiller requires a minimum of 800 amp 460/3/60 circuit with the electrical connection point within 300' of the temporary chiller location.
- 3) Temporary chilled water connection point is a 4" flanged connection and is within 300' of the temporary chiller.
- 4) Temporary fencing will be only be used to provide a security perimeter around the temporary chiller.
- 5) Chiller is permanently mounted to a 48' flat bed trailer.

Additional Charges:

Description	Qty	One-Time Total
Installation & Start-Up	1	\$ 5,120.00
Temporary Fence & Installation	1	\$ 770.00
Freight	1	\$ 1,500.00

Additional One-time Charge Total: \$ 7,390.00

First Month Total: \$ 27,844.00

Quote is valid for 30 days

See Trane Terms and Conditions

**TRANE®**

Trane Rental Services
3600 Pammel Creek Rd.
La Crosse, WI 54601

Date**4/30/2020**

Monthly Rental Period: 28 Days
Minimum Rental: 7 Days
Other Details:

City of San Antonio Municipal Plaza
114 W Commere
San Antonio , TX 78205

Salesperson: Taylor Freitas
Cell: 210-382-6186

Proposal Acceptance

City of San Antonio Municipal Plaza

To accept Proposal, please complete, sign and return this page to the Trane Salesperson listed above.
Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

Company Name:	City of San Antonio Municipal Plaza	Customer Contact:	0
Address 1:	114 W Commere	Customer Email:	0
Address 2:		Phone:	0
City, State, Zip:	San Antonio , TX 78205	Customer PO#:	

Indicate if 24 hr number:	Yes	No	
Water Connections:	Drivers Side	Passenger Side	N/A
Power Connection:	Drivers Side	Passenger Side	N/A

Yes / No	Include Rental Protection on this order. The Rental Protection Program offers you peace of mind and protection against unforeseen events such as theft, vandalism and accidental damages. Coverage price is calculated at 12% of the total recurring equipment charges. If Selected per Rental Period will be added to this order. A \$ 2,500 deductible that will apply to each claim. Full details of the Rental Protection Program are included the Rental Protection Terms Summary of this Rental Agreement.
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SITE INFORMATION

Site Address:	Site Contact Name: Phone: Alt Contact Name: Phone:
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Delivery Method: Trane Delivery Customer Pick-up

Delivery Date: Delivery Time
(2 hr min window)

Operational Date:

Trane Technician Required: Yes No

Signature:

Printed Name:

Date

**TRANE®**

Trane Rental Services
3600 Pammel Creek Rd.
La Crosse, WI 54601

Date
Monthly Rental Period: 28 Days
Minimum Rental: 7 Days

4/30/2020

Currency: All prices included in this document are reflected in \$ US, unless otherwise specified.

Invoice interval: All monthly pricing based on a 28 Day billing cycle.

Freight: Charges arranged by Trane are included in the quotation. Delivery and Pickup standby time may be charged in the event of delays caused by the customer. If prepositioning of equipment is required, additional freight charges will apply.

After hours fee: \$ 500 (minimum) will be charged for unplanned services requiring facilities to open outside of normal business hours. If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

Sales tax: Sales tax is NOT included. A tax exemption certificate is required for those applicable.

Understanding your invoice: If the actual Rental Duration differs from quoted Rental Duration, refer to the following for invoice calculation:

Rental extended past original end date or returns prior to:

Daily rate is 1/3 of the weekly rate.

Weekly rate is 1/3 of the monthly rate.

All information: All information subject to Rental Terms and Conditions below

Rental period: The rental period commences when the equipment ships from a Trane facility and ends when the equipment returns to the Trane facility. The Minimum Rental Period is set forth above. If at the end of any rental period Customer has not returned the equipment or contacted their Trane contact to stop the rental charges and notify that the equipment is ready for pick up, this Agreement shall, at Trane's sole option, either automatically be renewed for an additional Minimum Rental Period or be subject to the default provisions. Pricing established in this Rental Agreement will be honored throughout the agreed upon Minimum Rental Period. Trane reserves the right to establish new pricing if the job extends beyond the Minimum Rental Period set forth above. Trane must notify the customer of any pricing changes that should occur after the Minimum Rental Period with a 15 day written notice.

Early returns: Minimum Rental Period is one week unless noted otherwise. If the equipment is returned prior to the end of the Minimum Rental Period noted above, Customer shall pay a service charge equal to the rent for one (1) Minimum Rental Period and other charges that may apply. Equipment returned prior to the Minimum Rental Period may be rented to others and Trane shall have no obligation to make the equipment available to Customer. If discount pricing was provided due to length of rental period and equipment is returned prior to completion of the contracted period, Customer shall also be liable for charges equal to the discount.

Customer responsibility: For the duration of the rental period, Customer is responsible for following the procedures and requirements set forth in any Manufacturer Installation and Operating Manuals, Trane Rental Services Freeze Protection Procedure, the Trane Rental Services Installation Guide for each rental product, and any other literature provided by Trane to Customer. Customer shall be liable for any damage to, or caused by, the rental equipment if Customer fails to install, operate, and maintain the equipment in accordance with those procedures and requirements. Customer is responsible for ensuring it receives the aforementioned documents. Customer responsible for obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Trane for any fines paid on Customer's behalf and regardless of the party to which the citation is issued. All equipment and accessories must return in the same condition in which they were in upon original shipment to the job. Customer is responsible for any repairs or replacements that must be made if the equipment and accessories do not return in the same condition that they were in upon original shipment.

This quotation is based on using water only in the evaporator (and condenser, if applicable). For fluid solutions other than water or any other unusual job conditions, contact Trane Rental Services Marketing. Fees will apply if cleaning is required.

For re-rent orders, we reserve the right to charge actual freight costs plus 20%.

Pre-delivery cancellation fees: If Customer cancels this rental after Trane and/or its freight supplier have commenced mobilization but before delivery of the equipment, Customer shall be responsible for paying Trane the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an After Hours Fee.

Labor: Customer induced service calls, drive time to and from sites and any chargeable labor will be charged. If an overnight stay is required, lodging and per diem expense will be charged.

Generator shift pricing:

Triple shift rate, based on 24 hrs./day.

Double shift (16 hrs./day) = Triple shift x 0.75.

Single shift (8 hrs./day, 40hr/wk.) = Triple shift x 0.50.

Generators: Generators will ship with up to 90% full of No. 2 Diesel and must return with an equal amount. If returned with less fuel than when shipped, a handling fee of \$ 5 /gal. will be charged. Additional fuel in the Generator in excess of what was originally delivered will not be reimbursed.

Generator re-fueling: Refueling must be setup separately.

PM Service is required every 250 run hours and must be performed by a pre-approved group. TRS Normal PM rates for Generators is: 100. Normal PM rates will apply M-F (8 AM - 5 PM) Local time and include maximum roundtrip travel time of 2 hours or 100 miles from a service center. Premium PM rates apply outside of Normal business hours & will be billed at Cost Plus 20% & mileage above 100 miles will be charged at .50/mile.

To place an order:

1. Complete, sign, and return the proposal acceptance page.

To terminate rental:

1. Email your Trane Account Manager. Trane requires a minimum of a 48-hour notice for arranging the decommissioning and return freight. Termination notifications received after 5pm will be acknowledged the following day.

2. Provide the Rental Agreement Number, a PO Number, or the Equipment Unit IDs. Also please provide items to be collected, location, pickup date/time window of minimum 2 hrs, site contact person name/phone number, and any decommission needs.

3. You will receive a confirmation email to acknowledge your request. If you do not receive this confirmation, please contact your Trane Representative. A rental will not be deemed terminated without proof of termination, as set forth above.

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Trane Rental Terms and Conditions

The Rental Terms and Conditions below are exclusive and are in lieu of all other terms and conditions appearing on Customer's purchase order or elsewhere and shall apply to all proposals or quotations made, orders accepted, and rentals made by Trane. "Trane" shall mean Trane Canada ULC for rentals in Canada and Trane U.S. Inc. for rentals in the United States. Trane is not responsible for typographical or clerical errors made in any proposals, quotations, orders or publications. All such errors are subject to correction.

Acceptance: These terms and conditions are an integral part of the firm offer, subject to credit approval, by Trane to rent equipment to Customer and form the basis of any agreement (the "Agreement") resulting from Trane's proposal or quote and any rental of equipment to Customer. The proposal or quote is subject to acceptance within thirty days from its date, and the prices are subject to change without notice prior to acceptance by Customer. Acceptance of Trane's offer will have occurred if Customer: signs Trane's proposal; issues written order pursuant to submission of Trane's proposal; permits or accepts Trane's performance; or accepts in another commercially reasonable manner. If Customer's order is an acceptance of Trane's proposal, Trane may return such order with these terms and conditions attached, which shall serve as an acknowledgement and confirmation of receipt of order. If Customer's order is expressly conditioned upon Trane's acceptance or assent to terms other than those expressed herein, return of Customer's order by Trane with these terms and conditions attached serves as notice of objection to such terms and a counter-offer to rent equipment in accordance with scope and terms of Trane's original proposal. If Customer does not reject or object within ten days, such counter-offer will be deemed accepted. In any event, if Customer permits or accepts performance, these terms and conditions will be deemed accepted by Customer.

Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Trane provides Customer with Connected Services, as defined in the Connected Services Terms.

Billing and Payment Terms: Unloading, start up, rigging, installation, piping, disconnection and electrical work are not included in the rental charge and are the sole responsibility of Customer. If Trane performs any of the foregoing, the charges for such services will be billed to Customer (usually in the first rental period). Rental and other periodic or billable charges shall be invoiced at the beginning of each rental period and are due net 10 days.

Taxes and Licenses: No license, sales or use taxes are included in the periodic rental rates. Customer shall pay all taxes associated with the rental and use of the equipment, as well as all license fees and costs.

Freight: All freight charges shall be billed in the first rental period. Trane reserves the right to increase freight charges due to extraordinary events, including but not limited to acts of God, disruptions in transportation, acts of terrorism, war or the public enemy, civil disobedience, insurrections, riots, and labor disputes.

Delivery/Pick-up: Trane shall endeavor to meet scheduled delivery and pick up dates and times, but all such dates and times are estimates only. Trane shall not be liable for any damages for failure to meet such estimates. If equipment is to be unloaded upon arrival, customer is responsible for ensuring that equipment is unloaded in a timely manner. Should the truck have to wait in excess of two (2) hours to be unloaded, customer is responsible for all detention charges incurred.

Use and Location: The equipment is to be used by Customer and no other person, without written consent of Trane. The equipment is to be used for the stated purpose and solely for the purpose for which it was manufactured and intended. The equipment will not be removed from the designated address without the prior written consent of Trane.

Inspection, Installation and Removal: Unless otherwise specified in this Agreement, all equipment must be unloaded upon delivery and upon termination reloaded by Customer.

Equipment rental does not include chemicals, wear parts, or other consumables. Customer has inspected the equipment and found it to be in good working order and unbroken condition when received unless Customer advises Trane promptly in writing.

If contracted for, as indicated in this Agreement, Trane will unload, rig, and otherwise install the equipment for Customer and at the end of the rental period disconnect, rig, load and otherwise remove the equipment from the jobsite for the fee indicated in this Agreement. Installation and removal are one-time charges billed to Customer in the first rental period and include start-up services and the disconnection inspection. Customer will return the equipment, with all attachments, accessories, and parts thereof to Trane at the address of Trane's choosing, on the date required and in the same condition the equipment was received, ordinary wear and depreciation excepted.

Start-Up: If equipment is damaged during startup by Customer, Customer is liable to Trane for such damages.

Fueling Service: As part of this Agreement, Trane will provide all of the fuel necessary for use in the Equipment. The Customer agrees, as part of this service to reimburse Trane for Trane's cost of fuel, plus a handling charge, specifically delineated in the Rental Agreement. Trane continues to own the Equipment and the fuel contained therein at all times, and in no way is reselling that fuel to the Customer.

Equipment Repair and Maintenance: Following equipment start-up, Customer will be responsible to operate the equipment in accordance with the manufacturer's standard operating procedures, perform routine preventive maintenance by qualified personnel, and to return it in good working condition, less normal wear and tear. If the equipment is not returned in similar or like condition as of rental commencement, Customer shall be liable to Trane for a cleaning fee. Any repairs or replacements required, during or immediately following the rental, required in Trane's judgment to make the unit operate properly due to improper installation by Customer, abuse, misuse, or unusual wear will be charged to Customer at the local time and material rates then prevailing. For rentals over one month duration, Customer shall allow Trane to inspect rental equipment each month.

All repairs to rental equipment must be performed by Trane: Upon Customer's notice to Trane, Trane shall provide emergency repair service that may be necessary in accordance with local time and material rates then prevailing; provided, however, that any repairs or replacements required in Trane's judgment to make the equipment operate properly due to a defect in the rental equipment provided by Trane shall be at Trane's expense.

Insurance: Customer will insure all equipment under an all risk property insurance policy, including windstorm, in the minimum amount of the value of the equipment shown in this Agreement. Additionally, customer shall carry general liability insurance covering the use and operation of the equipment in the minimum amount of \$ 1,000,000 per occurrence. All such policies shall name Trane as an additional insured and loss payee as its interests may appear. Customer is responsible for any deductible amounts due. Promptly upon Trane's request, Customer will provide Trane with a Certificate of Insurance evidencing the required coverage (and additional insured and loss payee endorsement).

Default: Customer shall be in default of this Agreement upon occurrence of one or more of the following events:

- a. any rental charge goes unpaid for a period of ten (10) days after its due date;
- b. any other breach of this Agreement by Customer goes uncorrected after ten (10) days written notice to Customer;
- c. any writ or order of attachment, execution or the like against Customer is levied on any of the equipment and is not released or satisfied within ten (10) days; or
- d. immediately when a proceeding in bankruptcy, insolvency or receivership is instituted voluntarily or involuntarily by or against Customer or Customer enters any agreement or composition with its creditors or is otherwise unable to pay its debts as they become due.

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Remedies: In the event of Customer's default, Trane shall have the right to do any or all of the following, none of which shall constitute an election of remedies:

- a. declare immediately due, sue for, and receive from Customer all rents and other amounts payable under the terms of this Agreement, as well as all costs and expenses associated with such proceedings (including reasonable attorneys' fees) and all expenses reasonably incurred by Trane in taking possession, cleaning and repairing and re-renting any such Equipment. Any amounts remaining from the re-renting after deduction of all such fees, costs and expenses shall be credited to Customer's obligation hereunder;
- b. disconnect and/or retake possession of any and all equipment with notice required by law or other process of law. For such purpose, Trane may enter upon the premises where the equipment is located and disconnect and/or remove same therefrom with proper notice without being liable in any suit, action or other proceeding by Customer;
- c. terminate this Agreement as to any and all equipment;
- d. terminate any other agreement(s) between Trane and Customer; and/or
- e. pursue any other rights and/or remedies, whether at law or in equity.

Indemnity: To the fullest extent permitted by law, Trane and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability: NOT WITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Trane's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Trane by Customer under this Agreement.

Customer shall indemnify and defend Trane against, and Customer is solely responsible for, all fines, penalties, losses, claims, arising out of or alleged to arise out of (a) Customer's acts or omissions in connection with the use, operation, handling, repair, maintenance, and/or alteration and modification of the equipment; and (b) the condition of building or physical plant equipment, and suitability of the equipment for Customer's purpose.

If a refrigerant leak or inadvertent venting is discovered by Customer during the rental period, Trane must be notified immediately. Customer must also notify any and all regulatory authorities (e.g., environmental protection agencies) in accordance with applicable laws and regulations. Customer shall be liable for, and indemnify Trane against, any fines, claims, injuries, losses or damages resulting from or any refrigerant leak to the extent not caused by Trane.

In case of loss or theft of the equipment, Customer will be responsible for either replacement of the equipment with identical equipment or payment of its full replacement value. In either case, rental charges will continue until the equipment is replaced or reimbursement is made in full. Trane, at its sole discretion may report as stolen all Equipment not returned within ten (10) days of the end of the rental period. Customer will pay all collection fees, court costs, attorney's fees or any other expense required to enforce the terms and conditions of this Agreement.

Force Majeure: Trane's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Trane for the period of time Customer has the benefit of the rental to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Trane; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

General Terms: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes and replaces all previous understandings, commitments or agreements, oral or written related to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. This Agreement may not be assigned by Customer without Trane's prior written consent, in which event this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Any failure by Trane to enforce any provision of this Agreement shall not constitute a waiver thereof or any other provision. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

Limited Waiver of Sovereign Immunity: If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Trane and arising or alleged to arise out of the furnishing by Trane of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Trane is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Trane is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Trane in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-50.01 (0419) 012020
Supersedes 1-50.01 (0418)



AIG Insurance Company Rental Protection Program

Coverage Questions: 1-855-601-1787

Claims: 1-800-755-5115

Trane must have the completed and signed rental proposal with Rental Protection Program box agreed to before the equipment arrives at the customer's site in order to have the equipment protection.

Important Questions:	Answers:
What is covered?	Direct physical loss to rental equipment caused by a covered peril to property that you have rented from Trane Rental Services including but not limited to theft, vandalism, fire water damage and accidental damages.
Policy Limit of Liability:	\$ 1,000,000 for any one occurrence. This is the most that is paid in any one occurrence for loss to covered property.
What is the overall deductible?	Property Damage \$ 2,500 Per Occurrence (except whether the Claim involves loss at one or more locations, the deductible amount shall apply against the total rental equipment loss suffered by the Insured from any one occurrence.
Valuation:	Replacement Cost for equipment when model age is less than or equal to 5 years. All Other is Actual Cash Value.
Are there coverage limitations?	Property is only covered for the equipment that is rented from Trane Rental Services. a. Described on the "schedule of coverages"; and b. While in transit to the rental customer or while at the premises of the rental customer after delivery. c. Consequential damages (not including Supplemental coverage below) are not covered
Supplemental Coverage:	25% of the amount of paid for loss for Debris Removal. * \$ 5,000 Additional Debris Removal Limit * \$ 10,000 in the annual aggregate for Pollutant Cleanup and Removal - subject to a 180 day reporting provision.
Perils (Causes of Loss) Excluded: Unless modified by endorsement or in the additional terms and conditions section.	Aircraft or Watercraft Buildings and Land Contraband Money and Securities Vehicles Waterborne Property

This document provides a synopsis of coverage and is being provided as a reference only. The actual policy determines coverage. The policy contains exclusions, limitations, and other provisions not referenced (or only briefly summarized) here and the policy should be consulted for full coverage terms, conditions, and requirements. Administrator: Marsh Sponsored Programs, a division of Marsh USA Inc. In CA, dba Marsh Risk & Insurance Services, CA Ins. Lic.# 0437153