

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF HVAC EQUIPMENT AND SERVICES
WITH
HEAT TRANSFER SOLUTIONS, INC.**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for the purchase of HVAC equipment and services, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and HEAT TRANSFER SOLUTIONS, INC., whose offices are located at 3350 Yale Street, Houston, Texas 77018 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain purchase of HVAC equipment and services; and

WHEREAS, City is a member of the National Cooperative Purchasing Alliance ("NCPA") and Vendor is an approved NCPA vendor through Contract No. 02-84; and

WHEREAS, City desires to purchase certain goods and services from Vendor through Buy Board as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified services and Vendor is obligated to provide said services.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate on August 31, 2025.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes, and, together with this Agreement, comprise the Contract Documents.

4.01 ITEMS AWARDED

Vendor shall satisfactorily deliver the goods and services requested by the City at the pricing set forth in Exhibit "A."

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence, or discussions. A change in the

Scope of Services must be negotiated and agreed to in all relevant details, and must be embodied in a valid written Supplemental Agreement executed by both parties.

5.01 CONTRACT AMOUNT

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor an amount not-to-exceed **Six Hundred Thousand and No/100 Dollars (\$600,000.00)** for the goods and services set forth in Exhibit "A."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Corey Amidon
Manager – Facility Maintenance
General Services Department
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3144

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at:
<https://www.roundrocktexas.gov/wp-content/uploads/2020/07/Insurance-Requirements-1.pdf>

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the

charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of a contract. The signatory executing this Agreement on behalf of Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Heat Transfer Solutions Inc.
3350 Yale Street
Houston, Texas 77018

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW AND ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.


Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF. City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Heat Transfer Solutions, Inc.

By:  _____
Printed Name: Michael West
Title: Central Texas BAS Manager
Date Signed: 6/29/2022

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Variable Refrigerant Flow, Multi-Split Type Air Conditioners
Brand Name(s)	Daikin
Heating Medium (Electric, Gas, Steam, Hot Water)	DX (Heat Pump, Heat Recovery)
Cooling Medium (DX, Chilled Water)	DX
Capacity Range (CFM and/or MBH)	Scalable systems – 6 Tons and up
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-10 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Houston, TX and other locations world-wide
Range of Efficiencies	Up to 4.41 COP
Estimated Market Share (North America)	> 50%
Provide example data on each type of product provided	http://www.daikin.com/products/ac/lineup/vrv/index.html
Detail Features & Benefits	http://www.daikinac.com/content/commercial/vrv/vrv-iv/
Pricing Information	
Discount Off Catalog/Price List (%)	35.5% off of List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Building metering platforms and energy data gathering solutions	Gathers billing data from utilities via EDI and other methods in order to deliver a platform that can be used to view and run reporting on an enterprise level.
Supplier Name(s)	Incite Energy
Cost of Analysis	\$4.00/per meter per account
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Ability to audit for accuracy and report on key items for management decision making
Reporting	A monthly report on Energy spend and budget is distributed
Estimated Lead Time for Pricing	3 days to 1 week depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Reduction of energy rate, tracking/budgeting of cost and billing data. Demand Response provides revenue to customer for reducing energy at peak time
Provide example data on each type of product provided	HTS gathers billing data from utilities via EDI and other methods in order to deliver a platform that can be used to view and run reporting on an enterprise level.
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	20%
Reasonable Expected GM (%)	
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a

Exhibit "A"



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	
HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Water Source Heat Pump Units
Brand Name(s)	Daikin Applied
Heating Medium (Electric, Gas, Steam, Hot Water)	Electric, Geothermal
Cooling Medium (DX, Chilled Water)	Electric, Geothermal
Capacity Range (CFM and/or MBH)	1/2 Ton through 35 Tons
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-10 weeks depending on product size and features

Exhibit "A"



Location of Manufacturing (City, State or Country)	Auburn, NY
Range of Efficiencies	Up to 22.2 EER
Estimated Market Share (North America)	25%
Provide example data on each type of product provided	http://www.daikinapplied.com/water-source-heat-pumps.php
Detail Features & Benefits	https://www.hts.com/texas/manufacture/daikin-applied/?l=houston
Pricing Information	
Discount Off Catalog/Price List (%)	35.5% off calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Heat Recovery Water Heaters
Brand Name(s)	Daikin Applied – Templifier®
Heating Medium (Electric, Gas, Steam, Hot Water)	Electric (Heat Recovery)
Cooling Medium (DX, Chilled Water)	Chilled Water
Capacity Range (CFM and/or MBH)	600 MBH up to 18,000 MBH
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 12-14 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Staunton, VA
Range of Efficiencies	Up to 5.0 COP
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	https://oslo.daikinapplied.com/api/daikindocument/DownloadDocumentByName/Doc100/Centrifugal%20Chiller%20Brochure%20Daikin%20ASP%2031-435LR.pdf/
Detail Features & Benefits	https://oslo.daikinapplied.com/api/daikindocument/DownloadDocumentByName/Doc100/Centrifugal%20Chiller%20Brochure%20Daikin%20ASP%2031-435LR.pdf/
Pricing Information	
Discount Off Catalog/Price List (%)	35.5% off of List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Variable Refrigerant Flow, Multi-Split Type Air Conditioners
Brand Name(s)	Daikin VRV - S
Heating Medium (Electric, Gas, Steam, Hot Water)	DX (Heat Pump, Heat Recovery)
Cooling Medium (DX, Chilled Water)	DX
Capacity Range (CFM and/or MBH)	Scalable systems – 6 Tons and up
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-10 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Houston, TX and other locations world-wide
Range of Efficiencies	Up to 4.41 COP
Estimated Market Share (North America)	> 50%
Provide example data on each type of product provided	http://www.daikin.com/products/ac/lineup/vrv/index.html
Detail Features & Benefits	http://www.daikinac.com/content/commercial/vrv/vrv-iv/
Pricing Information	
Discount Off Catalog/Price List (%)	35.5% off of List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Electricity production from renewable energy sources	Solar, wind, geothermal, etc.
Supplier Name(s)	Incite Energy
Cost of Analysis	No upfront cost. Fees paid by suppliers
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Bill Management and Demand Response
Reporting	
Estimated Lead Time for Pricing	3 days to 1 week depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Source renewable energy and provide 100% green power via the purchase of renewable energy credits.
Provide example data on each type of product provided	See attached
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	20%
Reasonable Expected GM (%)	
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a

Exhibit "A"



Product/Services Specifications	
Effective Date: July 22 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	
Air Handling	
Product Information	
Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)	Custom Air Handling Units
Brand Name(s)	Haakon
Fan Types (e.g. Backward incline, Forward curve, airfoil)	All available – SWSI, DWDI, AF, BI, FC, Plenum
Capacity Range (CFM)	100 - 150,000 CFM
Heating Medium (Electric, Gas, Steam, Hot Water)	All available options – electric, steam, gas, hot water
Cooling Medium (DX, Chilled Water)	All available options - Chilled water, DX, Evaporative cooled
Standard Warranty (Parts & Labor)	1 year parts and labor
Optional Warranty (components covered & Labor)	Yes, this is available
Estimated Lead/Delivery Time	12-18 weeks depending on complexity and components
Location of Manufacturing (City, State or Country)	Cheney, WA and Kingston, ON
Estimated Market Share (North America)	Unknown
Provide example data on each type of product provided	Submittals available on request
Detail Features & Benefits	Custom air units, configurations, non-standard materials and components, high CFM's, tight fit custom dimensions, tear down kit units, higher CFM energy recovery units
Pricing Information	
Discount Off Catalog/Price List (%)	10% off list price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Operational efficiency and performance based services	Energy Analytics Software and account representatives provide recommendations on how to run more efficiently
Supplier Name(s)	Incite Energy
Cost of Analysis	No upfront cost. Fees paid by suppliers
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Monitors both real time and historical energy demand Manages energy efficiently, in real time, across facilities Maximizes savings in both peak load and off-peak energy costs Enables analysis to reduce facility energy related operating costs
Reporting	A monthly report on Energy spend and budget is distributed
Estimated Lead Time for Pricing	1 week – 3 weeks depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Reduction of energy demand rates, tracking/budgeting of cost and billing data. Demand Response provides revenue to customer for reducing energy at peak time
Provide example data on each type of product provided	See attached
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	n/a
Reasonable Expected GM (%)	n/a
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a

Exhibit "A"



Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Real-Time Energy Data Analytics	informs energy strategy and tactical decision making
Supplier Name(s)	Incite Energy
Cost of Analysis	Real time metering box \$1,500 one-time fee and \$4 per meter/account per month
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Monitors both real time and historical energy demand Manages energy efficiently, in real time, across facilities Maximizes savings in both peak load and off-peak energy costs Enables analysis to reduce facility energy related operating costs
Reporting	A monthly report on Energy spend and budget is distributed
Estimated Lead Time for Pricing	1 week – 3 weeks depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Reduction of energy rate, tracking/budgeting of cost and billing data. Demand Response provides revenue to customer for reducing energy at peak time
Provide example data on each type of product provided	See attached
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	n/a
Reasonable Expected GM (%)	
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a

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Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Thermal Storage Systems
Brand Name(s)	PhaseChange Energy Solutions (Formerly Fafco)
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	Water
Capacity Range (CFM and/or MBH)	Custom
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 12 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Chico, CA
Range of Efficiencies	N/A
Estimated Market Share (North America)	25%
Provide example data on each type of product provided	https://www.hts.com/texas/manufacture/phase-change-energy-solutions/?!=austin
Detail Features & Benefits	https://www.hts.com/texas/manufacture/phase-change-energy-solutions/?!=austin
Pricing Information	
Discount Off Catalog/Price List (%)	10% off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List -- Stock Item	N/A
Discount off List -- Quick Ship	N/A

Exhibit "A"



Value Add - Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	EES Consulting
Name of Person Completing Form:	

Product Information	
Comprehensive Assessment	Detailed inventory of each measure as a whole, entire facility
Energy Efficiency Measures	Lighting, windows, roofing, water conservation, CHP, Solar, PFC, Refrigeration, and Building OS
Pricing	\$0.10 per square foot of facility
Proposal details	Detailed proposal for all measures including turnkey pricing, estimated annual savings, and available rebates.
Estimated timeframe	3-4 weeks from initial walkthrough to proposal completion
Provide example data on each type of product provided	Provided as needed
Detail Features & Benefits	Provided as needed
Pricing Information	
Discount Off Catalog/Price List (%)	n/a
Reasonable Expected GM (%)	n/a
Discount Off List - Stock Item	n/a
Discount off List - Quick Ship	n/a

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	EES Consulting
Name of Person Completing Form:	

Product Information	
Intro Assessment	Tour facility and give high level retrofit recommendations
Energy Efficiency Measures	Lighting, windows, roofing, water conservation, CHP, Solar, PFC, Refrigeration, and Building OS
Pricing	\$0.02 per square foot of facility
Proposal details	Measure summary with savings ranges
Estimated timeframe	1-2 weeks from initial walkthrough to proposal completion
Provide example data on each type of product provided	Provided as needed
Detail Features & Benefits	Provided as needed
Pricing Information	
Discount Off Catalog/Price List (%)	n/a
Reasonable Expected GM (%)	n/a
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Modular Fan Array Systems for New and Retrofit Air Handling Units
Brand Name(s)	AcoustiFLO
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	N/A
Capacity Range (CFM and/or MBH)	Applicable to any Airflow/CFM
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Warranties available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 8-10 weeks
Location of Manufacturing (City, State or Country)	Boulder, CO
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	http://www.htseng.com/default/products/PID877/resources/AcoustiFLO%20All%20Models%20Brochure.pdf
Detail Features & Benefits	http://texas.htseng.com/relinfostore/Productdetails.asp?id=247&ProductID=877
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	EES Consulting
Name of Person Completing Form:	

Product Information	
Single Measure Assessment	Inventory, recommendation and turnkey quote for measure
Energy Efficiency Measures	Lighting, windows, roofing, water conservation, CHP, Solar, PFC, Refrigeration, and Building OS
Pricing	\$0.03 per square foot of space for measure
Proposal details	Detailed inventory with recommendations, pricing (labor and material), available rebates, and estimated savings.
Estimated timeframe	2-3 weeks from initial walkthrough to proposal completion
Provide example data on each type of product provided	Provided as needed
Detail Features & Benefits	Provided as needed
Pricing Information	
Discount Off Catalog/Price List (%)	n/a
Reasonable Expected GM (%)	n/a
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a

Exhibit "A"



Value Add– Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Pressure Independent Control Valves
Brand Name(s)	Danfoss AB-QM
Heating Medium (Electric, Gas, Steam, Hot Water)	Hot Water
Cooling Medium (DX, Chilled Water)	Chilled Water
Capacity Range (CFM and/or MBH)	N/A
Standard Warranty (Parts & Labor)	1 st Year Parts & Labor Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	6 to 8 Weeks
Location of Manufacturing (City, State or Country)	Ljubljana, Slovenia
Range of Efficiencies	N/A
Estimated Market Share (North America)	20%
Provide example data on each type of product provided	http://na.heating.danfoss.com/Content/fe077442-a037-49d2-ba0b-d047ddb1e666_MNU17532231_SIT209.html
Detail Features & Benefits	http://na.heating.danfoss.com/PCMPDF/AB-QM%20Brochure%20-%20VRA7A122%20-%206-12.pdf
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

Inverters	
Product Information	
Brand Name(s)	Danfoss
Capacity Range (HP)	1/4 HP thru 1880 HP
Standard Warranty (Parts & Labor)	1 st Year Parts & Labor Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	6 to 8 Weeks for standard commercial applications
Location of Manufacturing (City, State or Country)	Loves Park, IL & Milwaukee, WI
Estimated Market Share (North America)	35 – 45%
Provide example data on each type of product provided	http://www.danfoss.com/North_America/BusinessAreas/DrivesSolutions/Products/Frequency+Drives.htm
Detail Features & Benefits	http://www.danfoss.com/NR/rdonlyres/38CE5DE1-22DE-4713-8439-B07B44A14013/0/ViewableOnly_177R0166_CommonProduct_Overview_Web.pdf
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Airflow Valves / Controls for Laboratories and Healthcare Facilities
Brand Name(s)	Triatek
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	N/A
Capacity Range (CFM and/or MBH)	N/A
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-8 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Norcross, GA
Range of Efficiencies	N/A
Estimated Market Share (North America)	15%
Provide example data on each type of product provided	http://triatek.com/venturi_valves.html http://triatek.com/hms1655_bacnet.html http://triatek.com/fms1655.html
Detail Features & Benefits	http://triatek.com/colleges.html
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Heat Recovery Coils, Wrap-Around Dehumidification Coils, Sensible Heat Recovery Systems
Brand Name(s)	Heat Pipe Technology
Heating Medium (Electric, Gas, Steam, Hot Water)	Refrigerant
Cooling Medium (DX, Chilled Water)	Refrigerant
Capacity Range (CFM and/or MBH)	500 cfm to 100,000 cfm
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 8-10 weeks
Location of Manufacturing (City, State or Country)	Tampa, FL
Range of Efficiencies	> 50% effectiveness
Estimated Market Share (North America)	40%
Provide example data on each type of product provided	http://www.heatpipe.com/HomePage2/HPTEngineerManual/Tab%2020-%20Products/PRODUCTS.pdf
Detail Features & Benefits	http://www.heatpipe.com/HomePage2/abouthpt/HeatPipes.html
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Indoor Packaged and Split Air Conditioning Units; 100% Outside Air Units
Brand Name(s)	United Cool Air
Heating Medium (Electric, Gas, Steam, Hot Water)	Electric, Steam, Hot Water
Cooling Medium (DX, Chilled Water)	DX, Chilled Water
Capacity Range (CFM and/or MBH)	Custom – One (1) Ton to 70 Tons
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 8-10 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	York, PA
Range of Efficiencies	N/A
Estimated Market Share (North America)	10%
Provide example data on each type of product provided	http://unitedcoolair.com/files/Full%20Line%20Brochure%20(1 14).pdf
Detail Features & Benefits	http://unitedcoolair.com/files/Total-Installed-Cost-Advantages-Brochure(814).pdf
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	Incite Energy
Name of Person Completing Form:	

Product Information	
Electricity and Natural Gas Procurement	Service includes management of energy spend in deregulated markets
Supplier Name(s)	NRG Energy, GDF Suez, Constellation, Direct Energy, Champion Energy Services
Cost of Analysis	No upfront cost. Fees paid by suppliers
Material Markets	TX Markets include: Houston, Dallas, Corpus Christi, Midland, Odessa. Other states where service is available: IL, OH, PA, NY, NJ, MA, MD and DC
Other services	Bill Management and Demand Response
Reporting	A monthly report on Energy spend and budget is distributed
Estimated Lead Time for Pricing	3 days to 1 week depending on the Market/State
Office Locations	Houston, Dallas and Philadelphia
Product Benefits	Reduction of energy rate, tracking/budgeting of cost and billing data. Demand Response provides revenue to customer for reducing energy at peak time
Provide example data on each type of product provided	See attached
Detail Features & Benefits	See attached on product data
Pricing Information	
Discount off brokerage Services (%)	20%
Reasonable Expected GM (%)	
Discount Off List – Stock Item	n/a
Discount off List – Quick Ship	n/a

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Air Rotation Systems
Brand Name(s)	Johnson Air Rotation (Arizon Companies)
Heating Medium (Electric, Gas, Steam, Hot Water)	Electric, Gas, Steam, Hot Water
Cooling Medium (DX, Chilled Water)	DX, Chilled Water
Capacity Range (CFM and/or MBH)	Up to 170,000 cfm
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 10-12 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	St. Louis, MO
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	http://www.johnsonairrotation.com/what-is-air-rotation/general-specifications/
Detail Features & Benefits	http://www.johnsonairrotation.com/advantages/
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Dehumidifiers utilizing Desiccant Wheels
Brand Name(s)	Munters
Heating Medium (Electric, Gas, Steam, Hot Water)	All
Cooling Medium (DX, Chilled Water)	All
Capacity Range (CFM and/or MBH)	Custom
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts and/or Labor Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 10 weeks depending on product size and features
Location of Manufacturing (City, State or Country)	Selma, TX & Buena Vista, VA
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	https://www.munters.com/en/munters/products/dehumidifiers/drycool-erv/
Detail Features & Benefits	https://www.munters.com/en/about-us/energy-efficiency/
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Value Add – Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Air Cleaning Systems
Brand Name(s)	Dynamic Air Quality Solutions
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	N/A
Capacity Range (CFM and/or MBH)	Applicable to any Airflow/CFM
Standard Warranty (Parts & Labor)	5 Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Warranties available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6 weeks
Location of Manufacturing (City, State or Country)	Princeton, NJ
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	http://www.dynamicags.com/commercial/index.php?option=com_phocadownload&view=category&id=36&Itemid=208
Detail Features & Benefits	http://www.dynamicags.com/commercial/index.php?option=com_content&view=article&id=97&Itemid=228
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"



Value Add– Product/Services Specifications	
Effective Date: July 22, 2020	
Name of Rep Firm:	HTS
Name of Person Completing Form:	

HVAC Specialty Products	
Product Information	
Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)	Air Cleaning / Purification Systems
Brand Name(s)	Global Plasma Solutions
Heating Medium (Electric, Gas, Steam, Hot Water)	N/A
Cooling Medium (DX, Chilled Water)	N/A
Capacity Range (CFM and/or MBH)	Applicable to any Airflow/CFM
Standard Warranty (Parts & Labor)	1 st Year Parts Warranty
Optional Warranty (components covered & Labor)	Extended Parts Warranties are available to meet specific project requirements
Estimated Lead/Delivery Time	Approximately 6-8 weeks
Location of Manufacturing (City, State or Country)	Savannah, GA
Range of Efficiencies	N/A
Estimated Market Share (North America)	N/A
Provide example data on each type of product provided	https://gpshvac.com/needlepoint-ionization/
Detail Features & Benefits	https://gpshvac.com/plasma-data/ ; https://gpshvac.com/ashrae-62/
Pricing Information	
Discount Off Catalog/Price List (%)	0.900 Multiplier off of calculated List Price
Reasonable Expected GM (%)	N/A
Discount Off List – Stock Item	N/A
Discount off List – Quick Ship	N/A

Exhibit "A"

Labor Billing Rates	
Effective Date:	
Classification	Hourly Rate
Architectural	n/a
Asbestos Worker	n/a
Delivery Personnel	115
Electricians	175
Engineering Design	200
Heavy Equipment Operators / Crane	200
HVAC Pipefitter/Installer	125
HVAC Service Technician	140
HVAC Controls Technician (BMS)	160
HVAC Field Supervisor	175
Insulators	120
Project Manager	250
Roofers	n/a
Sheet Metal Workers	120
Test & Balance Technician	n/a
Miscellaneous Material Margins	20%
Labor Coefficient	1.0

Notes:

All labor rates are based on standard hours

Overtime Rates (Afterhours, Saturday): _____ x Standard Rates

Overtime Rates (Sundays, Holidays): _____ x Standard Rates

Per Diem Rates: _____ / Day / Person (when required)

_____ / Day / Person (AK & HI)

Minimum charge of _____ hours for all overtime work.

Rates will be adjusted annually at renewal date based on the following formula:

- % Field labor adjustment factor change from the previous year: _____
- % material price index change from the previous year: _____
- % office and operating expense changes from the previous year: _____

Final Approval upon NCPA's discretion

Labor Wage Classification	
Worker Classification Definition Sheet	
Architectural	Professional Licensed designer providing Architectural drawings
Asbestos Worker	Worker who removes & disposes of asbestos materials

Exhibit "A"

Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Electricians	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems and HVAC electrical controls.
Elevator Mechanics	Craftsman skilled in the installation & maintenance of elevators
Engineering Design	Professional Licensed Engineer who layouts HVAC, Plumbing, Electrical, Structural or Civil systems
Heavy Equipment Operators	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines
HVAC Pipefitter/Installer	Worker who is capable of working on large commercial up to 3000 tons
HVAC Service Technician	Worker who is trained in servicing HVAC equipment
HVAC Building Automation Technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels
Insulators	Worker who applies, sprays or installs insulation.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports
Roofers	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products
Sheet Metal Workers	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals
Test & Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports

Miscellaneous Material

- All items not equipment or labor shall be considered miscellaneous material which will have a maximum margin charged. Since scopes of work vary greatly it is difficult to set specific margins without complicating the process which is not in the interest of all parties.

Exhibit "A"

Pricing Compliance Review

- The awarded vendor will be expected to participate in the NCPA compliance review program that included pricing verification. The goal is to provide transparency and contract compliance for NCPA and the vendor as a 3rd party independent review.
- The process includes a review of the scope of the work narrative by line item plus any adjustments such as regional discounts, per diem rate, overtime, etc.