

EXHIBIT
"A"

CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
HEATING, AIR CONDITIONING, AND VENTILATION REPAIR
AND INSTALLATION SERVICES
WITH
MECHANICAL & PROCESS SYSTEMS, LLC

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 heating, air conditioning, and ventilation repair and installation services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and MECHANICAL & PROCESS SYSTEMS, LLC, whose offices are located at 1804 Central Commerce Court, Round Rock, Texas 78664 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase heating, air conditioning, and ventilation repair and installation services; and

WHEREAS, City has issued its "Request for Proposal" (RFP) for the provision of said services; and

WHEREAS, City has determined that Services Provider provides the best value to City; 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, 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 Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's RFP designated Solicitation No. 23-019 dated April 2023; (b) Services Provider's Response to the RFP; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Proposal; and
- (3) City's RFP, exhibits, and attachments.

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 and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Services Provider** means Mechanical & Process Systems, LLC, or any of its corporate structures, successors or assigns.

2.01 EFFECTIVE DATE AND TERM

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

B. The term of this Agreement is forty-eight (48) months from the effective date hereof. City reserves the right to review the relationship 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

City selected Services Provider to supply the services as outlined in the RFP and as set forth in the Proposal submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Services Provider in its Proposal.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

All items in Exhibit "A" are awarded to Services Provider. For purposes of this Agreement, City has issued documents delineating the required services (specifically RFP Solicitation Number 23-019 dated April 2023). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two (2) providers ("dual providers") of the specified goods and services (plumbing services). Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment C –Cost Proposal Sheet of Exhibit "A," which are specifically relevant to the referenced bid items, shall

be the basis of any charges collected by Services Provider.

B. Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00)** for Services Provider's services combined with the dual provider's services for the term of this Agreement.

7.01 INVOICES

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

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

8.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful services provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the services provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

9.01 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 effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider 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. Services Provider 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 Services Provider, a contractor, a 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 Services Provider 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.

11.01 GRATUITIES AND BRIBES

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

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

14.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached RFP and as set forth at:

http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

15.01 CITY'S REPRESENTATIVE

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

Eric Dady, Facilities Manager
General Services Department
212 Commerce Boulevard
Round Rock, Texas 78664
(512) 218-5472
edady@roundrocktexas.gov

16.01 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.

17.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider 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.

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

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.01 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 Services Provider.

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

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

19.01 INDEMNIFICATION

Services Provider 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 Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider'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 Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Services Provider, 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 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. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 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 a provision 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 Services Provider verifies Services Provider 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 Chapter 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 a provision 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 Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.01 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.

22.01 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 Services Provider:

Mechanical & Process Systems, LLC
1804 Central Commerce Court
Round Rock, TX 78664

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, 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 Services Provider.

23.01 APPLICABLE LAW, 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.

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider 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.

25.01 DISPUTE RESOLUTION

City and Services Provider 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.

26.01 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.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider 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. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider 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 Services Provider'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 Services Provider 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.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

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

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Mechanical & Process Systems, LLC

By: Harry Huf
Printed Name: HARRY HUF
Title: VICE PRESIDENT
Date Signed: 09/12/2023



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

**HEATING, AIR CONDITIONING, AND VENTILATION
REPAIR AND INSTALLATION SERVICES**

SOLICITATION NUMBER 23-019

APRIL 2023

Exhibit "A"

City of Round Rock
Heating, Air Conditioning, and Ventilation Repair and Installation Services
RFP No. 23-019
Commodity Code: 910-36
APRIL 2023

HEATING, AIR CONDITIONING, AND VENTILATION REPAIR AND INSTALLATION SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in on-site heating, ventilation, and air conditioning (HVAC) system installation and repair services for various City owned or occupied buildings on an as needed basis.

The City has approximately 800,000 square feet of maintained property and occupies approximately 46 facilities. The buildings consist of both commercial and residential type structures. Facilities that may require professional HVAC services include but are not limited to office buildings, fire stations, parks facilities, police facilities and parking garages.

The City intends to award one primary contract and one secondary contract based on the Best Value for the City. The City may contact the Prime Contractor and/or Secondary Contractor to request a quote by project and will select the Contractor that best meets the needs of the City. **An anticipated total contract award will be made by the City in an amount not to exceed \$300,000 per year for each vendor.**

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Subcontractor Information Form	Separate Attachment
Attachment C – Cost Proposal Sheet	Separate Attachment
Attachment D – Prevailing Wage	Separate Attachment
Attachment E – HVAC Equipment Listing	Separate Attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	April 21, 2023
Deadline for submission of questions	May 5, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately May 9, 2023 @ 5:00 PM, CST
Deadline for submission of responses	May 23, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:
<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<https://roundrocktexas.bonfirehub.com>

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4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
6. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
8. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

 - A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
 - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
 - i. You must file a written notice of your intent to protest within four (4) working days of the date that

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- you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
- ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

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PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS, AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for forty-eight (48) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for an award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing heating, air conditioning, and ventilation repair and installation services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Have a commercial business location from which work crews are dispatched is required to be in a 35-mile radius of downtown Round Rock.
 - E. Have at least five (5) years of experience.
 - F. Be licensed to perform HVAC work as required by the Texas Department of Licensing and Regulation as an air-conditioning and refrigeration contractor.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment B: Subcontractor Information Form. Subcontractors can only be used for incidental work not related to HVAC (Drywall, Insulation, etc.). The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment D and comply with all applicable sections of Chapter 2258.

Exhibit "A"

City of Round Rock
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Attachment D – Prevailing Rates are posted in Solicitation Documents for RFP 23-019 Heating, Air Conditioning, and Ventilation Repair and Installation Services on the City of Round Rock Bonfire website at: <https://roundrocktexas.bonfirehub.com>

5. **RETAINAGE:** If an HVAC project exceeds \$200,000 the City reserves the right to withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete, or non-conforming work under the Contract.
6. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
 - D. Be required to have in their possession at the location of each project and available upon request, material safety data sheets applicable to hazardous substances.
7. **WORKFORCE:** Successful Respondent shall-
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
 - D. Supervise their employees and to assure that the work crew acts in a professional manner in regard to conduct, dress and language. Employees that are found to be non-compliant with these requirements shall be removed by the Contractor from City property.
8. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Prices for parts and materials may be on a **cost-plus basis**. The percentage (%), if any, of markup will be designated in Bonfire requested information. Invoices for work performed shall require a copy of the supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.
9. **PRICE INCREASE:** Contract prices for heating, air conditioning, and ventilation repair and installation services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item unless otherwise approved by the City.

Exhibit "A"

City of Round Rock

Heating, Air Conditioning, and Ventilation Repair and Installation Services

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A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>

B. **Procedure to Request Increase:**

- i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

10. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

11. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

12. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

13. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.

14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. **The City's designated representative:**

Eric Dady
Facility Maintenance Manager
General Services
Phone: 512-688-0350
E-mail: edady@roundrocktexas.gov

C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

Exhibit "A"

City of Round Rock
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PART IV SCOPE OF WORK

1. **OVERVIEW:** The City has approximately 1,000,000 square feet of maintained property and occupies approximately 51 facilities. The buildings consist of both commercial and residential type structures. Facilities maintained vary and can include but are not limited to office buildings, the Police Department, fire stations, parks facilities and parking garages.

Only first-class work shall be performed, and all materials furnished in carrying out this agreement shall be of character and quality as required by the project specifications. Where no standard is specified, for such work or materials, they shall be the best in their respective trade and be compliant with all applicable code requirements.

Preventative maintenance and/or filters is not part of this contract.

2. **SERVICE REQUIREMENTS:** The Contractor shall-
- A. Provide on-site services including all materials and labor necessary to perform HVAC installation and repair for various City owned or occupied locations. Services performed shall require prior authorization from the City's Facility Maintenance Department.
 - B. Have a working knowledge of commercial and residential HVAC installation and repair work and be qualified to work on HVAC systems currently installed in City locations.
 - C. Work with the City to ensure any new equipment installations fully functions with the City's building automation system (Niagara, ACL, or Metasys).
 - D. Install or repair smoke or duct detectors within new or existing units.
 - E. Provide lifts, ladders, cranes, or any other equipment needed to perform this scope of work.
 - F. Be responsible for any mechanical pads required for the equipment.
 - G. Install or modify existing ductwork as required. This includes all types of metal, fiberglass ductwork, and grills.
 - H. Recommend replacement equipment and provide installation of new equipment.
 - I. Demonstrate to the City's designated representative that the work is fully operational and in compliance with contract specifications and codes. Any unsatisfactory work done, or materials furnished at whatever time they may be discovered shall be promptly and permanently corrected at the sole expense of the Contractor prior to final acceptance of work when notified to do so by the authorized City representative.
 - J. Keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials.
 - i. It is the Contractor's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations.
 - ii. Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty-eight (48) hours of notice by the City, or if they fail to make satisfactory progress in doing so, the City may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor.
 - iii. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
3. **WORK HOURS:**
- A. **Regular Business Hours:** are 7:00 am to 6:00 pm Monday through Friday (excluding weekends and holidays).
 - B. **Overtime Hours:** consist of hours outside the designated regular business hours will be allowed by the City if deemed necessary and is approved by the City's designated representative in advance of work. Overtime shall be based on the rate of regular labor not to exceed 1 ½ times the fixed hourly rate for the tradesman performing the service.

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- C. **Emergency Calls:** Contractor shall only respond to an emergency call placed by the Facilities Manager or his designee.
4. **RESPONSE TIME:** Response times shall be as follows:
- A. **Non-Emergency Service Calls:** Successful Respondent shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.
- B. **Emergency Calls (10-15 calls per year):** The City may require emergency HVAC repair or replacement services during regular business hours or after hours.
- i. The Contractor shall respond to emergency calls within two (2) hours after being contacted by the City.
- ii. The Contractor shall arrive onsite within four (4) hours of receiving work notification from the City.
5. **SITE INSPECTION:** It shall be the responsibility of the Contractor to visit and inspect the locations prior to the submittal of a proposal. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware, or informed of all requirements and specifications for a job assignment. Submittal of the proposal is evidence the Contractor has familiarized themselves with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials and labor required. Inspection must be scheduled by contacting the City's designated representative.
6. **MATERIAL REQUIREMENTS:**
- A. All materials used in any project shall be "new" unless pre-approved by the City's designated representative.
- B. All HVAC installation and repairs shall be in compliance with manufacturers' specifications.
- C. Eighty-five percent (85%) of all parts shall be on-site within two (2) business days.
- D. All remaining parts shall be normally on-site within four (4) business days.
- E. The Facilities Manager shall be consulted when it is determined major components are in need of replacement. A major component shall be considered any single item or part whose estimated cost exceeds \$500.
7. **DELIVERY & STORAGE:** It is the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing HVAC units and parts for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.
8. **ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences. Each written estimate shall include the following information:
- Department name and location of the project.
 - Contractor's designated contact name and telephone number.
 - Breakdown of Labor costs (Number of workers, hourly rate).
 - Materials (Detailed description, quantity, unit price and extended price amounts).
 - Cost of Equipment rented to complete project.
 - Total Cost (Labor and materials).
 - Description specifying work to be done.
 - Time projected to complete the project.

Exhibit "A"

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9. **WARRANTY:** The Contractor shall provide a five (5) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defects.
10. **CITY RESPONSIBILITIES:** The City will-
 - A. Provide access to City buildings and facilities.
 - B. Provide reasonable access to power and water utilities as needed to complete the project.
 - C. Provide the Contractor with a complete and accurate project overview with the request for estimate.
 - D. Coordinate scheduling with the Contractor.
 - E. Review all invoices to ensure accuracy.
11. **REPORTING REQUIREMENTS:** Respondent shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used. Reports shall include, at a minimum, the following information:
 - Location of the worksite
 - Date and time of arrival at worksite
 - Time spent for repair
 - Date and time work at location is completed
 - Part(s) ordered and equipment rented, if necessary
 - A detailed description of all the completed repair work certifying the location is in working order shall be signed by the City's designated representative at the time the work is completed.
12. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice-
 - The total hours worked and hourly rate for labor. Labor hours shall include costs listed in "Part III, Item 8: PRICING" of this solicitation.
 - Supplies and materials: The cost of supplies and materials shall be listed separately from labor.
 - Prices for parts, rentals, and material shall be on a cost-plus basis, as indicated on Attachment C – Cost Proposal Sheet.
 - Invoices shall have attached a copy of paid materials receipt from the supplier.
 - **Travel time from the Contractors facility and/or between City sites are not billable time.**
13. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
 - A. The City shall be provided with the designated person's name, telephone number, and email address.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
 - C. The contact person shall be identified on the Solicitation document and may be required to attend an oral presentation to the selection team prior to award of contract.
 - D. Answering machines, services, or voicemail are unacceptable as a point of contact.

Exhibit "A"

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PART V PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

- ☐ Attachment A- Reference Sheet
- ☐ Attachment B- Subcontractor Form (if applicable)
- ☐ Attachment C- Cost Proposal Sheet
- ☐ Acknowledged Addenda (if applicable)
- ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

- ☐ Respondents shall submit a copy of the Contractor's license with the solicitation response.
- ☐ Segment requirements listed below.
- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. **EVALUATION CRITERIA:**

A. **Segment 1 – Respondent's Training, Staff Development, & Equipment List (35 pts)**

- i. **Training and Staff Development:** Define in detail your staff training and development program. Provide details on staff retention, the process for certifying technicians, and types of equipment the staff is trained on.
- ii. **Equipment List:** List and describe the types of vehicles, tools, and equipment that will be used to support this contract.

B. **Segment 2 – Company Work Experience and Personnel (35 pts)**

- i. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title,

Exhibit "A"

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present address, and phone number of principal persons for whom prior projects were accomplished.

- ii. Personnel: Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and job title. Identify the number of full-time employees that are eligible to work on City of Round Rock projects.

C. Segment 3 – Cost Proposal (30 pts):

Complete Attachment C – Cost Proposal Sheet and provide a fixed hourly rate for all services performed and your percentage markup on the cost of purchased/rented equipment and supplies.

The fixed hourly rate should be inclusive of all costs included but not limited to:

- i. Hourly rate for technician
- ii. Freight and delivery of parts and materials
- iii. Time taken to acquire (pickup) parts from local vendors
- iv. Permit fees
- v. Printing: Cost of furnishing final reports(s)

4. **EVALUATION CRITERIA:** The intent of the City is to award to Respondent(s) in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal(s) best meet the requirements and provide the best overall value to the City.

- | | |
|--|---------------|
| A. Evaluation Criteria: | Weights: |
| • Respondent's Training, Staff Development, and Equipment List (Segment 1) | 35 pts |
| • Company Work Experience and Personnel (Segment 2) | 35 pts |
| • <u>Cost Proposal (Segment 3)</u> | <u>30 pts</u> |
| Maximum Weight: | 100 pts |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

Exhibit "A"

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5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

Exhibit "A"

ATTACHMENT A REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP 23-019

RESPONDENT'S NAME: Mechanical & Process Systems

DATE: 4/25/2023

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | | |
|----|-----------------------|--|
| 1. | Company's Name | <u>Westminster</u> |
| | Name of Contact | <u>Brent Austin</u> |
| | Title of Contact | <u>Director of General Services</u> |
| | E-Mail Address | <u>brentaustin@wmanor.com</u> |
| | Present Address | <u>4100 Jackson Ave</u> |
| | City, State, Zip Code | <u>Austin TX 78731</u> |
| | Telephone Number | <u>(512) 454-4711</u> Fax Number: () |
| | | |
| 2. | Company's Name | <u>Miraval Resort & Spa</u> |
| | Name of Contact | <u>Phil Sanders</u> |
| | Title of Contact | <u>Facilities Maintenance Director</u> |
| | E-Mail Address | <u>phil.sanders@miravalersorts.com</u> |
| | Present Address | <u>13500 FM 2769</u> |
| | City, State, Zip Code | <u>Austin TX 78726</u> |
| | Telephone Number | <u>(512) 255-8710</u> Fax Number: () |
| | | |
| 3. | Company's Name | <u>Austin Regional Clinic</u> |
| | Name of Contact | <u>Perry Mouser</u> |
| | Title of Contact | <u>Facilities Maintenance Manger</u> |
| | E-Mail Address | <u>pgmouser@austinregionalclinic.com</u> |
| | Present Address | <u>6210 E. Highway 290</u> |
| | City, State, Zip Code | <u>Austin TX 78723</u> |
| | Telephone Number | <u>(512) 231-5539</u> Fax Number: () |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

- *Add additional pages as needed*

Attachment C- Cost Proposal Sheet

RFP 23-019

Heating, Air Conditioning, and Ventilation Repair and Installation Services

<p>The Respondent agrees that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in RFP 23-019 Heating, Air Conditioning, and Ventilation Repair and Installation Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein. An anticipated total contract award will be made by the City in an amount not to exceed \$300,000 per year per selected vendor.</p>						
<p>Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below</p>						
No.	Description	Sample Annual Qty	Unit	Unit Cost	Total	
1	Certified HVAC Technician Hourly Labor Rate	1000	Hour	\$90.00	\$90,000.00	
2	Certified HVAC Technician Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	50	Hour	\$105.00	\$5,250.00	
3	HVAC Helper Regular Hourly Labor Rate	200	Hour	\$85.00	\$17,000.00	
4	HVAC Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	50	Hour	\$100.00	\$5,000.00	
5	Prices for parts and material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	\$40,000	Percent	30%	\$52,000.00	
6	Information Only: Percentage markup for rental equipment.		Percent	20%		
Sample Annual Total:					\$169,250.00	

Exhibit "A"

ATTACHMENT D- PREVAILING WAGE

2016 ANNUAL TEXAS WORKFORCE COMMISSION

WAGE RATES

Construction and Extraction Occupations	Hourly	\$12.32
First-Line Supervisors of Construction Trades and Extraction Workers	Hourly	\$18.79
Brickmasons and Blockmasons	Hourly	\$20.94
Carpenters	Hourly	\$13.28
Floor Layers, Except Carpet, Wood, and Hard Tile	Hourly	\$12.00
Tile and Marble Setters	Hourly	\$12.20
Cement Masons and Concrete Finishers	Hourly	\$12.92
Construction Laborers	Hourly	\$10.81
Paving, Surfacing, & Tamping Equipment Operators	Hourly	\$12.41
Pile-Driver Operators	Hourly	\$14.65
Operating Engineers and Other Construction Equipment	Hourly	\$13.80
Drywall and Ceiling Tile Installers	Hourly	\$14.28
Electricians	Hourly	\$15.80
Glaziers	Hourly	\$13.08
Insulation Workers, Floor, Ceiling, and Wall	Hourly	\$13.29
Insulation Workers, Mechanical	Hourly	\$14.52
Painters, Construction and Maintenance	Hourly	\$12.25
Pipelayers	Hourly	\$13.19
Plumbers, Pipefitters, and Steamfitters	Hourly	\$14.46
Reinforcing Iron and Rebar Workers	Hourly	\$13.87
Roofers	Hourly	\$12.38
Sheet Metal Workers	Hourly	\$13.25
Structural Iron and Steel Workers	Hourly	\$14.75
Helpers – Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	Hourly	\$12.36
Helpers – Carpenters	Hourly	\$8.17
Helpers – Electricians	Hourly	\$8.78
Helpers – Pipelayers, Plumbers, Pipefitters, and Steamfitters	Hourly	\$10.04
Helpers – Construction Trades, All Other	Hourly	\$10.34
Construction and Building Inspectors	Hourly	\$19.15
Fence Erectors	Hourly	\$12.17
Hazardous Materials Removal Workers	Hourly	\$12.98
Highway Maintenance Workers	Hourly	\$13.44
Septic Tank Servicers and Sewer Pipe Cleaners	Hourly	\$12.05
Construction and Related Works, All Others	Hourly	\$13.34
Derrick Operators, Oil and Gas	Hourly	\$10.38
Service Unit Operators, Oil, Gas and Mining	Hourly	\$13.22
Earth Drillers, Except Oil and Gas	Hourly	\$16.45
Rock Splitters, Quarry	Hourly	\$10.65
Roustabouts, Oil and Gas	Hourly	\$11.69
Installation, Maintenance, and Repair Occupations	Hourly	\$12.59
First-Line Supervisors of Mechanics, Installers, and Repairers	Hourly	\$19.61

Exhibit "A"

ATTACHMENT D- PREVAILING WAGE

2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE

RATES

Computer, Automated Teller & Office Machinery Repairers	Hourly	\$10.93
Radio Mechanics	Hourly	\$14.11
Telecommunications Equipment Installers and Repair	Hourly	\$15.62
Electric Motor, Power Tool, and Related Repairs	Hourly	\$13.76
Electrical and Electronics Repairers, Commercial and Residential	Hourly	\$16.12
Electrical and Electronic Repairers, Powerhouse Substation, and Relay	Hourly	\$22.18
Electronic Equipment Installers and Repairers, Motor Vehicles	Hourly	\$13.30
Security and Fire Alarm Systems Installers	Hourly	\$17.79
Aircraft Mechanic and Service Technicians	Hourly	\$21.97
Automotive Body and Related Repairs	Hourly	\$15.89
Automotive Glass Installers and Repairers	Hourly	\$14.29
Automotive Service Technicians and Mechanics	Hourly	\$13.38
Bus & Truck Mechanics & Diesel Engine Specialists	Hourly	\$15.61
Farm Equipment Mechanics	Hourly	\$11.52
Mobile Heavy Equipment, Except Engines	Hourly	\$14.84
Motorboat Mechanics	Hourly	\$13.38
Motorcycle Mechanics	Hourly	\$10.79
Outdoor Power Equipment & Other Small Engine Mechanics	Hourly	\$10.31
Recreational Vehicle Service Technicians	Hourly	\$12.75
Tire Repairers and Changers	Hourly	\$10.45
Control and Valve Installers and Repairers, Except Mechanical Door	Hourly	\$14.82
Heating, Air Conditioning and Refrigeration Mechanics and Installers	Hourly	\$16.15
Home Appliance	Hourly	\$13.04
Industrial Machinery Mechanics	Hourly	\$15.74
Maintenance Workers, Machinery	Hourly	\$15.31
Millwrights	Hourly	\$15.79
Electrical Power-Line Installers and Repairers	Hourly	\$15.94
Telecommunications Line Installers and Repairers	Hourly	\$13.68
Medical Equipment Repairers	Hourly	\$19.05
Precision Instrument Repairers, Other	Hourly	\$14.40
Maintenance and Repair Workers, General	Hourly	\$11.42
Coin, Vending, and Amusement Machine Servicers and Repairers	Hourly	\$10.00
Locksmiths and Safe Repairers	Hourly	\$12.93
Helpers – Installation, Maintenance, and Repair Workers	Hourly	\$8.30
Installation, Maintenance & Repair Workers, Other	Hourly	\$10.61
Production Occupations	Hourly	\$10.43
First Line Supervisors of Production and Operating Workers	Hourly	\$19.08
Electrical and Electronic Equipment Assemblers	Hourly	\$11.81
Electromechanical Equipment Assemblers	Hourly	\$15.04
Structural Metal Fabricators and Fitters	Hourly	\$14.88
Team Assemblers	Hourly	\$9.19
Timing Device Assemblers, Adjusters & Calibrators	Hourly	\$16.33

Exhibit "A"

ATTACHMENT D- PREVAILING WAGE

2016 ANNUAL TEXAS WORKFORCE COMMISSION WAGE

RATES

Assemblies and Fabricators, All Other	Hourly	\$10.10
Computer Controlled Machine Tool operators, Metal and Plastic	Hourly	\$12.70
Numerical Tool and Process Control Programmers	Hourly	\$20.26
Extruding and Drawing Machine Setters	Hourly	\$12.14
Cutting, Punching, and Press Machine Setters, Operators	Hourly	\$10.91
Grinding, Lapping, Polishing and Buffing Machine	Hourly	\$10.58
Lathe and Turning Machine Tool Setters, Operators	Hourly	\$13.47
Machinists	Hourly	\$14.96

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	CARRIER	FB4CNP060	4116A82899	N/A
AHU-2	MITSUBUSHI	MSY-GL24NA	6003194 T	N/A
AHU-3	MITSUBUSHI	MSY-GL24NA	6002385 T	N/A
CU-1	CARRIER	24ACC448A300	3416E25096	N/A
CU-2	MITSUBUSHI	MUY-GL24NA	6000482 T	N/A
CU-3	MITSUBUSHI	MUY-GL24NA	5003195 T	N/A
EF-2	GREENHECK	6B-141-5-X	14684663	N/A
RTU-1	CARRIER	50HC-A06A2A6A0B2CO	2916C82682	N/A
RTU-2	CARRIER	50HC-A04A2A6A0B2CO	2916C82529	N/A
RTU-3	CARRIER	50HC-D08A2A6A0B2CO	2916P98874	N/A
RTU-4	CARRIER	50HC-D08A2A6A0B2CO	2916P98873	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	LENNOX	CB29M-65-1P	5B03E 73536	N/A
AHU-2	CARRIER	FB4CNP024	2515A72982	06/2015
AHU-3	LENNOX	CB30M-21/26-2P	5803J 44393	N/A
AHU-4	LENNOX	CB29M-41-2P	5803J 58154	N/A
AHU-5	LENNOX	CB29M-41-2P	5803J 49877	N/A
AHU-6	LENNOX	CB29M-51-2P	5803J 08340	N/A
AHU-7	CARRIER	FB4CNP060	0720F09981	03/2020
CU-1	LENNOX	25HP13LC160T-2	1613G00251	N/A
CU-2	CARRIER	24ACC424A300	3515E15071	06/2015
CU-3	LENNOX	12HPB24-98	5803J90203	N/A
CU-4	LENNOX	12HPB30-10P	5803K18256	N/A
CU-5	PAYNE	PA13NR036-L	4014E09427	N/A
CU-6	PAYNE	PA13PR048-J	3514X63551	N/A
CU-7	CARRIER	25HCE460A500	3319E30463	03/2020

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
BARD UNIT	BARD	W36A2-A10	309J133037056-02	N/A
MINI SPLIT	CARRIER	38MARBQ18AA301--	1221V28031	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
AHU-1	LENNOX	CBX27UH-060-230-6-04	1617G15167	N/A
AHU-2	LENNOX	CBX27UH-036-230-03	1617A15662	N/A
AHU-3 (COMM)	GOODMAN	ARUF486016AB	0705321312	N/A
AHU-4 (COMM)	GOODMAN	ARUF486016AB	0708732793	N/A
CU-1	LENNOX	14ACX-059-230-05	1917G08227	N/A
CU-2	LENNOX	14ACXS036-230A20	1917G48315	N/A
CU-3 (COMM)	GOODMAN	GSC130481AF	0710038915	N/A
CU-4 (COMM)	GOODMAN	GSC130481AF	0710038916	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
STREETS				
AUH1	CARRIER	2415E1964	24ABB360A520	OUTSIDE INSIDE
	CARRIER	3714A17805	58CAMTA1101622	
AUH2	LENNOX	6397L021710	80MGF4/5-120A	
	TRANE	9402TRNAF	2TTA3048A3000AA	
AUH3	TRANE	1229030YUYA	TTA073D300AA	
		120812KNBA	TWE090D300AA	
AHU4	CARRIER	2216E16837	24ABB360A520	
		3714A17807	58STA1191622	
AHU5	CARRIER	3514E20348	24A10360A526	
		2316A18572	58STA1101622	

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
AHU-1	LENNOX	CB26UH-048-230-1		N/A
AHU-2	CARRIER	FBC4NP024	4215A70272	10/2015
AHU-3	CARRIER	FBCNP042	0615A838362	02/2015
AHU-4	CARRIER	FB4CNP030	3115A69044	07/2015
CU-1	LENNOX	13ACD-048-230-1	5806E05576	N/A
CU-2	CARRIER	24ABC624A300	4115E04517	10/2015
CU-3	CARRIER	24ABC636A300	0415E10359	02/2015
CU-4	CARRIER	24ABC630A300	0316E18847	07/2015

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
GCU-1.1	CARRIER	38MARBQ36AA3	2421V16994	N/A
GCU-1.2	CARRIER	38MARBQ36AA3	2421V16909	N/A
GCU-2.1	CARRIER	38MARBQ36AA3	2421V16963	N/A
GCU-2.2	CARRIER	38MARBQ36AA3	2421V16962	N/A
GCU-3.1	CARRIER	38MARBQ36AA3	2421V16958	N/A
GCU-3.2	CARRIER	38MARBQ36AA3	2421V16961	N/A
GCU-3.3	CARRIER	38MARBQ36AA3	2421V16682	N/A
GCU-4.1	CARRIER	38MARBQ36AA3	2421V16959	N/A
GCU-4.2	CARRIER	38MARBQ36AA3	2421V16996	N/A
RAHU-1	CARRIER	39MW40W028S7567XCE	0222U41763	01/2022
RAHU-2	CARRIER	39MW30W028S7615XCE	5021U38209	12/2021
RAHU-3	CARRIER	39MW30W028S7615XCE	5021U38268	12/2021
MSCU -2.1	CARRIER	38MARBQ36AA3	2421V16952	N/A
MSCU-2.2	CARRIER	38MARBQ36AA3	2421V16960	N/A
MSCU-2.3	CARRIER	38MARBQ18AA3	2421V27922	N/A
MSCU-3.1	CARRIER	38MARBQ36AA3	2421V16956	N/A
MSCU-3.2	CARRIER	38MARBQ36AA3	2421V16955	N/A
CWCP	CARRIER	30XVB1806M40164C2	4121Q97870	N/A
EF-1.1	PENNBARRY	DX18V	L21AM20959	N/A
EF-2.1	PENNBARRY	DX16R	L21AM17365	N/A
EF-3.1	PENNBARRY	DX16R	L21AM17366	N/A
EF-2.2	PENNBARRY	DX10R	L152741	N/A
MSCU-1.1	CARRIER	38MARBQ36AA3	2421V16957	N/A
MSCU-1.2	CARRIER	38MARBQ36AA3	2421V16953	N/A
MSCU-1.3	CARRIER	38MARBQ36AA3	2421V16954	N/A897078

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	TRANE	3 TON	N/A	07/2008
AHU-2	RHEEM	RAFZ-018JAS	2761-F168-2865	04/1983
AHU-3	RHEEM	RAFZ-018JAS	2761-F168-2864	04/1983
CU-1	TRANE	2TTB3060A1000AA	82948PF4F	07/2008
CU-2	RHEEM	REAB 1010 B	2761 F1683 2865	04/1983
CU-3	RHEEM	REAB 1010 B	2761 F1683 2864	04/1983
HHAHU-1	TRANE	4TEC3F36B1000AA	112140FBAV	05/2011
HHAHU-2	TRANE	4TEC3F36B1000AA	112140FMAV	05/2011
HHCU-1	TRANE	2TWB3036-SF-1	940400749	05/2011
HHCU-2	TRANE	2TWB3036-SF-1	940400748	05/2011

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	LENNOX	CBA25UH-048-230-01	1521M39375	N/A
AHU-2	LENNOX	CBA25UH-048-230-01	1521M48546	N/A
AHU-3	LENNOX	CBA25UH-048-230-01	1521M39381	N/A
AHU-4	LENNOX	CBA25UH-048-230-01	1521M39372	N/A
AHU-5	LENNOX	CBA25UHV-024-230A02	1521M46817	N/A
CU-1	LENNOX	ML14XC1-048-230A06	1921M51522	N/A
CU-2	LENNOX	ML14XC1-048-230A06	1921M51515	N/A
CU-3	LENNOX	ML14XC1-048-230A06	1921M1532	N/A
CU-4	LENNOX	ML14XC1-048-230A06	1921M51554	N/A
CU-5	LENNOX	ML14XC1-5024-230A05	1921J64915	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	CARRIER	FV4CNB006	4913A82487	N/A
AHU-2	CARRIER	FV4CNB006	3013A81840	N/A
CU-1	CARRIER	25HCB660A320	4513E17331	N/A
CU-2	CARRIER	25HCB660A320	3313E16057	N/A
MSCU-1	mitsubishi	MUZ-GE12NA2	4000585 T	N/A
MSCU-2	mitsubishi	MUZ-GE12NA2	4000583 T	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
RTU-1	CARRIER	48LCSA05A2M6A1E3A0	2117C88504	N/A
RTU-2	CARRIER	48LCSA04A2M6A1E3A0	2117C88569	N/A
RTU-3	CARRIER	48LCSA06A2M6A1E3A0	2117C88506	N/A
RTU-4	CARRIER	48LCSA12A2M6A1E3A0	2217P13492	N/A
RTU-5	CARRIER	48LCSA07A2M6A1E3A0	2117P94896	N/A
RTU-6	CARRIER	48LCSA12A2M6A1E3A0	2217P13494	N/A
RTU-7	CARRIER	48LCSA07A2M6A1E3A0	2117P94895	N/A
RTU-8	CARRIER	48LCSA07A2M6A1E3A0	2117P94897	N/A
RTU-9	CARRIER	48LCSA08A2M6A1E3A0	2117P13292	N/A
RTU-10	CARRIER	48LCSA08A2M6A1E3A0	2117P13293	N/A
RTU-11	CARRIER	48LCSA04A2M6A1E3A0	2117C88570	N/A
RTU-12	CARRIER	48LCSA04A2M6A1E3A0	2117C88568	N/A
RTU-13	CARRIER	48LCSA06A2M6A1E3A0	2117C88505	N/A
RTU-14	CARRIER	48LCSA05A2M6A1E3A0	2117C88503	N/A
MAU-3	VALENT	VPR-210-20C-201-C-ODX	15023171	07/2017
MAU-4	VALENT	VPR-210-20C-201-C-ODX	15023146	07/2017
HP-B1	MITSUBISHI			N/A
HP-B2	MITSUBISHI			N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	TRANE	GAM2A0A24521SBA	131735D0AV	07/2014
CU-1	TRANE	4TWR3024D1000AA	14104PG44F	07/2014
MSAHU-1	MITSUBISHI	MSY-D30NA	9000637	N/A
MSCU-1	MISTUBISHI	MUY-D30NA	0000 450 T	N/A
HEATER	TPI CORP	F2F5105N	60721-021	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
RTU-1.1	CARRIER	50A3B030MZQ611GB	4511U48914	N/A
RTU-2.1	CARRIER	50A3B020MXQ611GB	4511U48905	N/A
RTU-3.1	CARRIER	50A3B025MXQ611GB	4511U48909	N/A
CRTU-1	CARRIER	50HC-D17A2M6A1F0A0	4511U48839	N/A
CRTU-2	CARRIER	50HC-D17A2M6A1F0A0	4511U48840	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
RTU-1	CARRIER	50A3B027AEG01934	4109U22098	N/A
RTU-2	CARRIER	50A3B027AEG01934	4109U22096	N/A
MSCU-1	MITSUBISHI	PUY-A18NHA2	82U02787B	N/A
MSCU-2	MITSUBISHI	PUY-A18NHA2	82U02788B	N/A
EF-1B CORR	COOK	210-ACE-210C6B-50	287SC78409-00/0000701	09/2009

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
RTU-1	CARRIER	50A3G030-1G62AFN	1416047228	N/A
RTU-2	CARRIER	50A3G027-1G62AFN	1416047226	N/A
RTU-3	CARRIER	50HCBE11A1M6A6F3M0	1216P93367	N/A
RTU-4	CARRIER	50HCBE09A2M6A6F3M0	1216P93357	N/A
RTU-5	CARRIER	50A3G027-1G62AFN	1416U47227	N/A
MSAH	MITSUBISHI	PKA-A24KA4	2ZM03707	N/A
MSCU	MITSUBISHI	PUY-A24NH4A	21U10421B	N/A
EF-1	GREENHECK	6-095-D6EX-QD	02623386	N/A
EF-2	GREENHECK	6-095-D6EX-QD	02623385	N/A
EF-3	GREENHECK	6-085-D6EX-QD	02818785	N/A
EF-4	GREENHECK	6-065-D6EX-QD	02H09804	N/A
EF-5	GREENHECK	6-065-D6EX-QD	02H09805	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
MSCU-1	mitsubishi	MUZ-WR12NA	29C32227	N/A
MSAHU-1	mitsubishi	MSZ-WR12NA	2YE09547	N/A
RTU-1	CARRIER	48TCDD16E2M6A1F0A0	0217P10323	N/A
RTU-2	CARRIER	48HCDG09A2M6ADW3J0	1419P93767	N/A
RTU-3	CARRIER	48GCDP04A2M6A3W3C0	1319C89611	N/A
RTU-4	CARRIER	50P3-090637754VTQ	2019U49382	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
FCU-1 (CON)	DAIKIN	FTXS15LVJU	E004728	N/A
FCU-2 (CON)	DAIKIN	FTXS36LVJU	E001574	N/A
FCU-3 (CON)	DAIKIN	FTXS24LVJU	E003035	NA
FCU-4 (CON)	DAIKIN	FTXS15LVJU	E004790	N/A
FCU-5 (CON)	DAIKIN	FTXS15LVJU	E002253	N/A
MS AC-1	DAIKIN	RZQ30PVJU9	E000308	N/A
MS AC-2	DAIKIN	RXS15LVJU	E002255	N/A
MS AC-3	DAIKIN	RXS36LVJU	E000952	N/A
MS AC-4	DAIKIN	RXS24LVJU	E002753	N/A
MS AC-5	DAIKIN	RXS15LVJU	E002253	N/A
MS CU-1	DAIKIN	RZQ30PVJU9	E000308	N/A
MS CU-2	DAIKIN	RXS15LVJU	E002255	N/A
MS CU-3	DAIKIN	RXS36LVJU	E000952	N/A
MS CU-4	DAIKIN	RXS24LVJU	E002753	N/A
MS CU-5	DAIKIN	RXS15LVJU	E002253	N/A
HRU-1	DAIKIN	REMQ120PBYD	A 01914	07/2012
HRU-1A	DAIKIN	REMQ120PBYD	A 01915	07/2012
HRU-1B	DAIKIN	REMQ96PBYD	A 01916	03/2013
HRU-2	DAIKIN	REYQ120PBYD	A 0001119	04/2012
HRU-2A	DAIKIN	REYQ120PBYD	A 0001120	04/2012
HRU-3	DAIKIN	REMQ96PBYD	A 0000891	04/2012
HRU-3A	DAIKIN	REMQ96PBYD	A 0000894	04/2012
HRU-3B	DAIKIN	REMQ96PBYD	A 0000914	04/2012
HRU-3C	DAIKIN	REMQ96PBYD	A 0000906	05/2012

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
HSP(10-11) RTU	CARRIER	4909G30026	50PG-MO7-A-60- - -	
		4909G30027	50PG-MO7-A-60- - -	
HSP(7-9) RTU	CARRIER			
		5009G50512	50TC-D12A2G6A0A0A0	
		5009G50503	50TC-D12A2G6A0A0A0	
CHLORINE BUILDING				
	BARD WALLPACK		WL187-A0ZEPXX3J	
PHASE 3				
PH1	TRANE			
	OUTSIDE	8244RGL4F	2TWB3030A1000AA	
	INSIDE	ENES362530	N4AHD14A46A	
HP-2	CARRIER			
		1217X79431	25HHA448A600	
		2017A83777	FB4CNP048	
C/U 3	CARRIER			
		1817E37965	24ABB360A620	
		4916A89075	FB4CNP060	
ACCU-4	CARRIER			
		0520E03705	24ABB360A0062011	
		2918F05409	FB4CNP060	
HP2-A(2NDFLOOR) CARRIER		1021E21504	25HCE460A600	
		3012U33169	40RUAA08A2A6A0A0A0	
HP-5(FIRSTFLOOR) CARRIER				
		3921X85556	CA16NA024-A	
		2522F33439	FBACNP024	
2ND FLOOR OUTSIDE				
RTU1	CARRIER			
		3714C71126	50TC-A04A2A6A0A0A0	
RTU2	CARRIER			
		1912C93500	38AUZA08A0A6AOA0A0	
ENVIRONMENTAL LAB				
	LENNOX	5800C29828	HP29-036-1Y	
		5800D34486	CB29M-41-1P	
	RHEEM	7621M160714893	RPPC-060JAZ	
		M430703542	RHLA-HM6024JA	
PHASE 5				

Exhibit "A"

CU-A-1	CARRIER	2103F33189 1301F71994	38AKS014- - -621- - 40RM-014- -B610GC
CU-A-2	DAIKIN OUTSIDE INSIDE	2207008349 2207320051	DX13SA0604AE ASPT61D14AD
AC-A-3	TRANE CARRIER	929487B4F 3603A72843	2TTA3060A4000AA FK4DNB006
AC-A-4	CARRIER	2403E46518 3603A72845	38CKC048660 FK4DNB006
AC-A-5	AMERICAN STANDARD	203363NUAF 17166NQF3V	4A7A4024L1000BA TEM8A0B24V21DAA
PUMP STATION			
	CARRIER		
	RTU1	4214C73269	50TC-A06A2A3A0A0A0
	RTU2	4214C73260	50TC-A06A2A3A0A0A0
MAINTENANCE S			
	CARRIER		
		5010E14078 1911A88463	24APA760A310 FV4CNB006
HSP			
CU-2	CARRIER	1310E21487	24ABB330A310
AHU		5009A69069	FY4ANF030
CU-1	CARRIER	1310E21541	24ABB3308310
AHU		1709A68223	FY4ANF030
CU-3	CARRIER	1310E21481 1709A68234	24ABB3308310 FY4ANF030
UTILITY SUPPORT			
AHU			
	CARRIER	0202G50754	50GX-042- - -301AD
	RHEEM	TM210413538 N/A	RBHC-17J11SHD N/A
ELECTRICAL ROOM(NEW)			
HVAC-1	BARD WALLPACK	334A203729310-02	W48AC-C09XPAXXJ
HVAC-2	BARD WALLPACK	334A203729339-02	W48AC-C09XPAXXJ
HVAC-3	BARD WALLPACK	334A203729340-02	W48AC-C09XPAXXJ

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
RTU-1	CARRIER	48FCDA05A2A5A0A0A0	2819C75262	N/A
RTU-2	CARRIER	48HCDA0502N5A0K300	1811G10275	N/A
RTU-3	CARRIER	48HCDA06D2M5A0K3C0	1811G10270	N/A
AHU-1	CARRIER	FB4CNP060	3618F52429	09/2018
AHU-2	TRANE	TWE048P130A0	L353LJ05V	08/1996
AHU-3	CARRIER	TWG036A140B1	5431W886V	10/2005
CU-1	PAYNE	PH14NB060-A	2818X446840	07/2018
CU-2	TRANE	2TWB3036A1000AA	7372S3C4F	09/2007
CU-3	AMERISTAR	2A7B0036A1000AA	5422MX23F	10/2005
WU-1	FRIDGEDAIRE	FFRA0511R19	KK61809781	N/A
WU-2	ARTIC KING	WWKK08CR71N	240274085016B290203249	12/2016
GH-1	REZNOR	UDAP-100	BQA3062007421	02/2017
GH-2	REZNOR	UDAP-100	BQA3062007459	02/2017
GH-3	REZNOR	UDAP-100	BQA3062007426	02/2017
GH-4	REZNOR	UDAP-100	BQA3062007372	02/2017
EF-1	MAGNAGRIP	CF363-7.5	2101974	N/A
EF-2	CENTRIMASTER	PR100-6	ZFD396201	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
AHU-1	TRANE	TUD2C080B9V4VBB	20271HNNHGG	N/A
AHU-2	TRANE	TUD2C080B9V4VBB	20323NFCGG	N/A
AHU-3	TRANE	TUD2B060A9V3VBB	20345MC7GG	N/A
CU-1	TRANE	4TTR4048L1000AA	203318CG3F	N/A
CU-2	TRANE	4TTR4048L1000AA	203318GE3F	N/A
CU-3	TRANE	4TTR4036L1000AA	20336UU33F	N/A
GHU-1	REZNOR	UDAS30	BFG79X7N03156X	N/A
GHU-2	REZNOR	UDAS45	BFE79X7N94435X	N/A
GHU-3	REZNOR	UDAS45	BFE79X7N94752X	N/A
GHU-4	REZNOR	UDAS45	BFE79X7N94439X	N/A
AH-1	AIRHAWK	3000-XL	062231	N/A
AH-2	AIRHAWK	3000-XL	062232	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	TRANE	59V2B0404D3PSBBA	18501XLT3G	N/A
AHU-2	TRANE	59V2B0404D3PSBBA	18371YR33G	N/A
AHU-3	TRANE	59V2B060U4PSBBA	19364XTU3G	N/A
AHU-4	TRANE	59V2C080U5PSBBA	19262K3A3G	N/A
CU-1	TRANE	4TTR6030J100AB	19474H5A5F	N/A
CU-2	TRANE	4TTR6030J100AB	194730J25F	N/A
CU-3	TRANE	4TTR6030J100AB	19383X0X5F	N/A
CU-4	TRANE	4TTR7060A1000BB	19472HX42F	N/A
MSU-1	MITSUBISHI	PUZ-A36NKA7	96U099100	N/A
MSU-2	MITSUBISHI	PUY-A12NKA7	95U15109C	N/A
GHU-1	REZNOR	UDAS-125	BSL3062097828	N/A
GHU-2	REZNOR	UDAS-125	BSL3062097830	N/A
GHU-3	REZNOR	UDAS-125	BSK306209037	N/A
GHU-4	REZNOR	UDAS-125	BSK306209529	N/A
BAY EXHAUST	BALDOR RELIANCE	EM3663T	F2003261149	N/A
EF-1	GREENHECK	GRSR-8	16798069	N/A
EF-2	GREENHECK	GRSR-8	16798071	N/A
EF-3	GREENHECK	GRSR-8	16798074	N/A
EF-4	GREENHECK	GRSR-8	16798075	N/A
EF-5	GREENHECK	GRSR-8	16798076	N/A
EF-6	GREENHECK	GRSR-8	16798078	N/A
EF-7	GREENHECK	GRSR-8	16798077	N/A
EF-8	GREENHECK	GRSI-12	16798079	N/A
EF-9	GREENHECK	CUE-090-V6-X	16798065	N/A
KEF-1	CAPTIVAIRE	3673953	DU50HFA	05/2020
KEF-2	CAPTIVAIRE	3673953	A1-G10	05/2020

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
AHU-1	CARRIER	59TN6A060V171114	1816A46410	N/A
AHU-2	CARRIER	59TN6A060V171114	1816A64370	N/A
AHU-3	CARRIER	59TN6A060V171114	2216A46421	N/A
AHU-4	CARRIER	59TN6A100V211122	2416A46789	N/A
CU-1	CARRIER	24ANB124A310	2916E09735	N/A
CU-2	CARRIER	24ANB124A310	2916E09736	N/A
CU-3	CARRIER	24ANB136A310	2916E07242	N/A
CU-4	CARRIER	24ANB160A310	2916E06680	N/A
MS AHU-1	mitsubishi	PUZ-A36NHA6	5YU01505A	N/A
MS AHU-2	mitsubishi	PUY-A12NHA6	52U07127B	N/A
GHU-1	REZNOR	UDAS-125	BDG3062215521	N/A
GHU-2	REZNOR	UDAS-125	BPG3062215522	N/A
GHU-3	REZNOR	UDAS-125	BPG3062215519	N/A
GHU-4	REZNOR	USDA-125	BPG3062215520	N/A
AH-1	AIRHAWK	3000-XL	062410	N/A
AH-2	AIRHAWK	3000-XL	062409	N/A
AH-3	AIRHAWK	3000-XL	062412	N/A
AH-4	AIRHAWK	3000-XL	062411	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	CARRIER	FB4CNP048L00ABAA	3114A87913	N/A
AHU-2	CARRIER	FB4CNP060L00AEAA	4614A82593	N/A
CU-1	CARRIER	25HCD348A310	1814E25905	N/A
CU-2	CARRIER	25HCD360A300	4114E15941	N/A
EF-1	LEESON	N213T34FB44B	0212	N/A
IH-1	SUN-MITE	223-60-THSS-208	224	N/A
IH-2	SUN-MITE	223-60-THSS-208	225	N/A
IH-3	SUN-MITE	223-60-THSS-208	226	N/A
IH-4	SUN-MITE	223-60-THSS-208	227	N/A
IH-5	SUN-MITE	223-60-THSS-208	228	N/A
IH-6	SUN-MITE	223-60-THSS-208	229	N/A
IH-7	SUN-MITE	223-60-THSS-208	230	N/A
AH-1	AIR HAWK	3000-XL	062343	N/A
AH-2	AIR HAWK	3000-XL	062344	N/A
AH-3	AIR HAWK	3000-XL	062345	N/A
AH-4	AIR HAWK	3000-XL	062346	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
MAU	CARRIER	62XA08-BMT-AFA-ZZ	0219V02384	2019
EF-1	GREENHECK	S-121-6-X	04121056	N/A
EF-2	GREENHECK	S-085-6-X	04121045	N/A
GH-1	LENNOX	LF24-200S-6	S6004B71823	N/A
GH-2	LENNOX	LF24-200S-6	S6004B71812	N/A
GH-3	LENNOX	LF24-200S-6	S6004B71811	N/A
GH-4	LENNOX	LF24-200S6	S6004B71821	N/A
AH-1	AIR HAWK	3000-XL	062351	N/A
AH-2	AIR HAWK	3000-XL	062349	N/A
AH-3	AIR HAWK	3000-XL	062348	N/A
AH-4	AIR HAWK	3000-XL	062350	N/A
AH-5	AIR HAWK	3000-XL	062347	N/A
AH-6	AIR HAWK	3000-XL	062352	N/A
RTU-1	CARRIER	48KCDA05A2A5A0A0A0	3918C87510	N/A
RTU-2	CARRIER	48TCDA07A2A5A6U0G0	4118C88336	N/A
RTU-3	CARRIER	48KCDA05A2A5A0A0A0	3918C87511	N/A
RTU-4	CARRIER	48KCDA05A2A5A0A0A0	3718C60324	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
AHU-1	ARMSTRONG AIR	A95UH1E070B12S-05	5918K04589	11/2020
AHU-2	ARMSTRONG AIR	A95UH1E110C20S-07	5921C07204	11/2020
AHU-3	ARMSTRONG AIR	A95UH1E110C20S-07	5921B13532	11/2020
CU-1	AMERICAN STANDARD	4A7C4060A3000AA	213814B65F	11/2020
CU-2	AMERICAN STANDARD	4A7C4048A3000AA	2047253A3F	11/2020
CU-3	AMERICAN STANDARD	4A7C4036A3000AA	21274RFK3F	11/2020
GUH-1	LENNOX	LF24-200A-6	5606C12188	N/A
GUH-2	LENNOX	LF24-200A-6	5607A05161	N/A
AH-1	AIRHAWK	3000-XL	062232	07/2014
AH-2	AIRHAWK	3000-XL	062233	07/2014
AH-3	AIRHAWK	3000-XL	062234	07/2014
EF-1	GREENHECK	SEI-18-436-C4	07604923	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	CARRIER	59TN6A060V171114	1816A46418	N/A
AHU-2	CARRIER	59TN6A060V171114	1816A46412	N/A
AHU-3	CARRIER	59TN6A060V171114	1816A46425	N/A
AHU-4	CARRIER	59TN6A100V211122	0416A45101	N/A
CU-1	CARRIER	24ANB124A310	1816E19166	N/A
CU-2	CARRIER	24ANB124A310	2916E09714	N/A
CU-3	CARRIER	24ANB136A310	2916E07247	N/A
CU-4	CARRIER	24ANB160A310	2916E06682	N/A
MSU-1	mitsubishi	PUZ-A36NHA6	5YU01506A	N/A
MSU-2	mitsubishi	PUY-A12NHA6	52U07128B	N/A
GHU-1	REZNOR	UDSA-125	BPG3062215517	N/A
GHU-2	REZNOR	UDSA-125	BPG3062215515	N/A
GHU-3	REZNOR	UDSA-125	BPG3062215516	N/A
GHU-4	REZNOR	UDSA-125	BPG3062215518	N/A
AH-1	AIRHAWK	3000-XL	062413	N/A
AH-2	AIRHAWK	3000-XL	062416	N/A
AH-3	AIRHAWK	3000-XL	062414	N/A
AH-4	AIRHAWK	3000-XL	062415	N/A
KEF-1	CAPTIVEAIRE	2369983	DU50HFA	08/2016
KEF-2	CAPTIVEAIRE	2369983	A1-G10	08/2016
EF-1	GREENHECK	CUE-161-V6-20	14597226	N/A
EF-2	GREENHECK	CUE-161-V6-20	14597227	N/A
EF-3	GREENHECK	GRSR-8	14594249	N/A
EF-4	GREENHECK	GRSR-8	14594245	N/A
EF-5	GREENHECK	GRSR-8	14594226	N/A
EF-6	GREENHECK	GRSR-8	14594248	N/A
EF-7	GREENHECK	GRSR-8	14594244	N/A
EF-8	GREENHECK	GRSR-8	14594247	N/A
EF-9	GREENHECK	CUE-090-V6-6	14597228	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
AHU-1	CARRIER	FB4CNP024	0617A69179	02/2017
AHU-2	CARRIER	FB4CNP060	1217A88383	03/2017
CU-1	CARRIER	24ACC424A300	1617E27632	02/2017
CU-2	CARRIER	24ACC460A300	1717E05022	03/2017
MSAHU	mitsubishi	PKA-A12HA7	6XA00045A	N/A
MSCU	mitsubishi	PUY-A12NKA7	6YU00576A	N/A
EF-1	MAGNEGRIP	CF361-2	2105571-2	N/A
GHU-1	DAYTON	2YU69	4104-2538-111	N/A
GHU-2	TPI CORP.	HF1B5105N	60721-024	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	CARRIER	58STA110---14122	1711A17685	N/A
AHU-2	CARRIER	58STA070---14112	211A15760	N/A
CU-1	CARRIER	24ABB360A320	0211E04316	N/A
CU-2	CARRIER	24ABB336A310	1411E19569	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	DAIKIN	AMST48CU1400AA	2301187995	N/A
AHU-2	CARRIER	FB4CNP048	2717F12403	N/A
CU-1	DAIKIN	DZ4SEA4810AA	2301093705	N/A
CU-2	CARRIER	24ABB348A510	2917E11145	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
CWCP	CARRIER	30RAP1306JB0P3J4	4018Q88336	N/A
RTU-1	CARRIER	39MW30W02PH326XCE	4718U38809	N/A
RTU-2	CARRIER	39MW17W026ZQM22XCE	1620U38353	N/A
RTU-3	CARRIER	39WM03W025PH522XCE	4718U38846	N/A
CRKU-3	COMPU-AIRE	CKA-534 III	9858CK1812-0227	03/2019
CRKU-4	COMPU-AIRE	CKA-534 III	9858CK1812-0228	03/2019
CRKCU-3	COMPU-AIRE	ACC-834	9858CK1812-0227	03/2019
CRKCU-4	COMPU-AIRE	ACC-834	9858CK1812-0228	03/2019
MSCU-1	CARRIER	38MAQB12R--301--	5218V18733	N/A
MSCU-2	CARRIER	38MAQB12R--301--	0319V21977	N/A
MSCU-3	CARRIER	38MAQB24R--301--	4318V15477	N/A
EF-9 CORR	COOK	120C5B	287SH75129-00/0000701	10/2018
EF-10 CORR	COOK	150 ACE 150C5B	287SH75129-00/0002101	10/2018

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	CARRIER	FE4ANF002	2518F06759	06/2018
AHU-2	CARRIER	FE4ANF002	2218F07155	05/2018
AHU-3	AMERICAN STANDARD	TEM4A0C42S41SBA	194618C63V	11/2019
CU-1	CARRIER	24VNA924B300	2618E07009	06/2018
CU-2	CARRIER	24VNA924B300	2618E06974	05/2018
CU-3	AMERICAN STANDARD	4A7A4024L1000AA	200314D43F	01/2020

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
RTU 4A	York	ZQ05E4B119B1A112A3	N2B2093561	
RTU 9A	York	ZR078M18R4H1PCA1A1	N2C2211891	
RTU 5A	York	ZXE7A4B1AB4A112A2	N2C116237	
RTU 6A	York	ZR102N18R4A1PCA1A1	N2C2211878	
RTU1A	York	ZR078N18R4H1PCA1A1	N2C2211892	
RYU2A	York	ZR061N12B4A1PCA1A2	N2C2211890	
RTU3A	York	ZR0617N12B4H1BCA1A2`	N2C2149578	
RTU12A	York	ZQE04A4B1AB1A112A3	N2B2086063	
RTU7A	York	ZXG08E4B3AB4A112A3	N2C2116217	
RTU8A	York	ZXGA7F4B1AB4A112A2	N2C2165325	
RTU10A	York	ZXGA7F4B1AB4A112A2	N2C2165325	
mua1A	York	JR0A240C4B4DAC20M3	N210910601001	
RTU2D	York	ZXG08E4B3AB4A112A3	N2C2116218	
RTU1D	York	ZR090N18R4H1PCA1A1	N2C2211888	
RTU3D	York	ZQG05E4B1A112A3	N2B2093560	
MUA1E	York	VR0A240C4B4DAC20M3	N210910601002	
RTU5B	York	ZR150N24R4H1PCA1A1	N2C2211877	
RTU4C	York	ZR061N12B4A1BCA1A2	N2C2149577	
RTU3B	York	ZQG05EAB1AB4A112A3	NN2165327	
RTU15	York	AD18N3CV4C1CPB4SA1	N2B2027536	
RYU1B	York	ZQG06E4B1AB4A1121A4	N2C2116232	
RTU4B	York	ZR0617112B4H1PCA1A2	N2C2211885	
RTU11A	York	ZR078N18R4H1PA1A1	N2C2211893	
RTU1C	York	ZR090N18R4H1PCA1A1	N2C2211886	
RTU2C	York	ZXG12F4B3AB4A112A3	N2C2165329	
RTU3C	York	ZQG06E4B1AB1A112A4	N2B2097882	
RTU6C	York	ZR037N0884A1BCA1A2	N2C2149575	
RTU5C	York	ZR090N18R4AP1A1A1	N2C2211880	
RTU2E	York	ZR090N18R4A1PC1A1	N2C2211881	
RTU7C	York	ZR078N12R4A41P1A1	N2C2211882	
RTU4E	York	ZQG06EB4AB1A112A4	N2B2097884	
RTU6E	York	ZR049N12B4A1PCA1A2	N2C2149854	
RTU5F	York	ZQG04E4EB1A112A3	N2B2100897	
RTU4F	York	ZR090N18R4H1PC1A1	N2C2211889	
MUA1F-0	York	JR0A240C4B4DAC20M3	N210910601003	
RTU6D	York	ZXG09E4B3AB1A112A3	N2B209372	
RTU7E	York	ZQE06A4B1AB1A112A4	N2B20897885	
RTU5E	York	ZQG06E4B1AB1A112A4	N2E2614698	
RTU3E	York	ZR049N12B4H1PCA1A2	N2C21498956	
RTU1E	York	AD20N3CV4C1CPB45A1	N2B2034009	
RTU4D	York	ZQE05A4B1A112A3	N2C2115291	
RTU5D	York	ZQG06E4B1AB4A112144	N202116233	
RTU3F	York	ZR090N18R4H1PC071641	N2C2211887	
RTU2F	York	ZXG12F4B3AB414112A3	N2C2165328	
RTU1F	York	ZR061N12B4H1PCA1A2	N2C2211884	
RTU12F	York	A015C0CV4A1CPB15A1	N2B2027529	
RTU11F	York	A015C0CV4A1CPB15A1	N2B2027528	
RTU9F	York	ZR078912P4A1PCA1A1	N2C2211883	
RTU10F	York	ZR049N12B4A1ACA1A2	N2C2149855	
RTU7F	York	ZR090N18R4A1PCA1A1	N2C2211879	

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RTU8F	York	ZQ604E4B1AB1A112A3	N2B2100898
RTU6F	York	ZR061N12B4A1BCA1A2	N2C2149576

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
RTU-1	CARRIER	50PM-C16HE-50-DM	1911 G 30023	N/A
RTU-2	CARRIER	50PM-C16HE-50-DM	1911 G 30024	N/A
RTU-3	AAON	RM-A04-8-0-B681-000	200801-AMCD05575	N/A
RTU-4	AAON	RM-A04-8-0-B681-000	200801-AMCD05576	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
CWCP-1	CARRIER	30XAA1806N-0-0-3	3206Q90283	N/A
AHU-1	CARRIER	39MW21W0245FF23XCE	4516U36328	N/A
AHU-2	CARRIER	39MN30W0245FG33XCE	4516U36333	N/A
AHU-3	TRANE	MCCB025UA0B0UB	K08F68568	N/A
AHU-4	CARRIER	39MN30W0245FJ14XCE	4516U36351	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
BLDG-B AHU-1	TRANE	4TWA3060B3000AA	16393N724F	09/2016
BLDG-B CU-1	TRANE	TEM3A0C60S51SAB	16413Y6F2V	10/2016
BLDG-C AHU-1	TRANE	TAM4A0C60S41EDA	17262EDK1V	06/2017
BLDG-C AHU-2	TRANE	TAM4A0C48S41EDA	163455L7AV	08/2016
BLDG-C CU-1	TRANE	4TWA4060A3000AA	17263HYN2F	06/2017
BLDG-C CU-2	TRANE	4TWA4048A3000AA	171641LX4F	04/2017
BLDG-D RTU	RHEEM	RSKA-A018JK 000	6258F460306104	11/2003

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
AHU-1	CARRIER	FB4CNP036	2417A71406	06/2017
AHU-2	CARRIER	FB4CNF036	3213A75904	08/2013
AHU-3	ADP	RCMDD2548B152	6006D32664	03/2007
CU-1	CARRIER	24ACC436A300	2817E26742	06/2017
CU-2	CARRIER	24ABB336A340	3013E14561	08/2013
CU-3	ADP	13AJA36A01	7404N120701788	03/2007

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>	
AHU1	CARRIER	2521F36821	F84CNP024		INSIDE
		2221E03024	25HCE424A300		OUTSIDE
AHU2	CARRIER	4517A21559	58STA11016122		
		0618E01991	24ABB360A520		
AHU3	CARRIER	3521A18110	58TP0A090V211220		
		2921X18209	24AHA436A500		
AHU4	CARRIER	6017A20146	58STA11016122		
		0618E01985	24ABB360A520		
RTU small eng	CARRIER	2318C79449	50TC/A07A2A5A0A0G0		

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufactured</u>
AHU-1	TRANE	TUD1C080A9H41BA	8345RKETG 11	07/2008
AHU-2	TRANE	TUD1C080A9H41BA	8205J6N1G 11	07/2008
AHU-3	RHEEM	80PS07EER01	GH5D302F480701432	11/2007
AHU-4	CARRIER	58STA110---14122	3211A14574	08/2011
CU-1	TRANE	4TTR3048A1000AA	83056HR4F	07/2008
CU-2	TRANE	4TTR3048A1000AA	83056E44F	07/2008
CU-3	TRANE	4TTR3048A1000AA	16413HW65F	10/2016
CU-4	CARRIER	24ABB360A320	3311E00935	08/2011
RTU-1	CARRIER	48TCD0A06A2A5A0A0A0	3314P33147	N/A
RTU-2	CARRIER	48TCD0A06A2A5A0A0A0	5014C82437	N/A
RTU-3	CARRIER	48TCD0A06A2A5A0A0A0	0415C55426	N/A
MINI AHU	FRIEDRICH	MW30C3F	LHBC 01909	N/A
MINI CU	FRIEDRICH	MR30C3F	LHAT 01413	N/A

Exhibit "A"

<u>Unit Type</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial Number</u>	<u>Year Manufacturered</u>
AHU-1	GOODMAN	GMP100-5REV B	9910641688	N/A
AHU-2	GOODMAN	N8MPN100F20B2	A084545539	N/A
AHU-3	GOODMAN	N8MPN100F20B2	A094546997	N/A
AHU-4	LENNOX	ML180UH090E60C-54	1720C02149	N/A
AHU-5	GOODMAN	N8MPN100F20B2	A083144218	N/A
AHU-6	LENNOX	ML180UH070E36B-55	1720F07138	N/A
CU-1	GOODMAN	N4A360GKC300	E093202725	N/A
CU-2	GOODMAN	CKL60-1	308404539	N/A
CU-3	GOODMAN	N4A360GKC300	E093203652	N/A
CU-4	LENNOX	ML14XC15036-230C08	1920D4H143	N/A
CU-5	GOODMAN	N4A360GK200	E090901341	N/A
CU-6	LENNOX	ML14XC1-059-230A03	1920E21772	N/A