

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR HVAC 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 purchase of HVAC services for the City of Round Rock, Texas (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2018, 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 "Vendor").

RECITALS:

WHEREAS, City desires to purchase HVAC services, and City desires to procure same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the Bid submitted by the Vendor; 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 Vendor whereby City is obligated to buy specified services and Vendor is obligated to pay for said services. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 18-022; (b) Vendor's Response to the IFB; (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) Vendor's Response to IFB;
- (3) City's Invitation for Bids, 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.

2.01 EFFECTIVE DATE; 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 as provided herein.

B. The term of this Agreement is for sixty months (60) 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 Vendor to supply the services as outlined in the IFB and Response to IFB submitted by Vendor, all as specified in Exhibit "A," attached hereto and incorporated herein by reference. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Vendor in its Response to the IFB.

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 PRIMARY AND SECONDARY PROVIDERS

The parties specifically acknowledge and agree that Vendor shall be considered as one of the two (2) providers for specified goods and services set forth in the Contract Documents and Vendor shall be considered the primary provider. Vendor 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 Vendor or secondary provider in whatever order it deems to be the “best value” for the City. 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.

5.01 ITEMS AWARDED; SCOPE OF WORK

A. All bid items listed on “Attachment A – Bid Sheet” in Exhibit “A” are awarded to Vendor.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 18-022. Vendor has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit “A.” 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.

C. Vendor shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor 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.

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor.

B. Vendor specifically acknowledges and agrees that City is not obligated to use any estimated quantity of services, and City may not expend in excess of **Three Hundred Thousand and No/100 Dollars (\$300,00.00) per year** for Vendor’s services combined with the secondary provider’s services for a total not to exceed amount of **One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)** for the term of this Agreement.

7.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- C. 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 vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor'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 Vendor 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 Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, 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 Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

11.01 GRATUITIES AND BRIBES

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

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor 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

Vendor shall meet all requirements as stated in the attached IFB Number 18-022, including all attachments and exhibits thereto, and Vendor's bid response.

15.01 CITY'S REPRESENTATIVE

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

Pete Dominguez
Facilities Manager
212 Commerce Cove
Round Rock, Texas 78664
512-671-3144
pdominguez@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 Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

- A. Fails to 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 Vendor.

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

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

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any 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 Vendor:

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

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

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

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 Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.01 DISPUTE RESOLUTION

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

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

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

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not

responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Mechanical & Process Systems, LLC

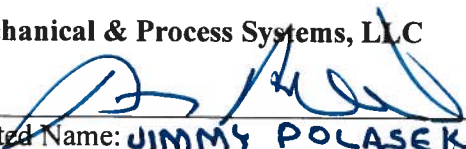
By: 
Printed Name: JIMMY POLASEK
Title: SERVICE MANAGER
Date Signed: 8/3/2018

Exhibit "A"



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

INVITATION FOR BID (IFB)

HVAC SERVICES

SOLICITATION NUMBER 18-022

June 2018

Exhibit "A"

HVAC SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks an agreement with a qualified firm(s) to provide on-site Heating, Ventilation and Air Conditioning (HVAC) System Installation, Repair and Maintenance Services, hereafter known as HVAC Services, for various City owned or occupied buildings on an as needed basis.

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.

2. **BACKGROUND:** 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.

3. **SOLCITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Pages 6-9
Part IV – Specifications	Pages 10-14
Attachment A – Bid Sheet	Page 15
Attachment B – Reference Sheet	Page 16
Attachment C – Prevailing Wage	Page 17
Attachment D – Respondent Questionnaire	Page 18
Attachment E- City HVAC Equipment Listing	Page 19

Exhibit "A"

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Oscar Wise, CTCM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: owise@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

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

EVENT	DATE
Solicitation released	June 4 th 2018
Optional Pre-Bid meeting	June 14 th , 2018 @ 10:00 AM, CST
Deadline for submission of questions	June 19 th , 2018 @ 5:00 PM, CST
City responses to questions or addendums	June 21 st , 2018 @ 5:00 PM, CST
Deadline for submission of responses	June 28 th , 2018 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the 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: <http://www.roundrocktexas.gov/bids>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website <http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> 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.
7. **OPTIONAL PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.
- 7.1. Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance.
- 7.2. **Executive Conference Room - City Hall**
221 East Main St
Round Rock, Texas 78664
On-Site Cell Phone: 512-534-1287
- 7.3. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

Exhibit "A"

8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Oscar Wise
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 8.1. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 8.2. Facsimile or electronically transmitted responses are not acceptable.
- 8.3. Responses cannot be altered or amended after opening.
- 8.4. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 8.5. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 8.6. Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

9. **BIDDER RESPONSE REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and four (4) copies of the response requirements including any required attachments and one (1) electronic copy of the IFB response on a flash drive. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, the attachments identified below shall be submitted with your proposal.

Attachment A: BID SHEET: The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: REFERENCE SHEET: 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.

Attachment D: RESPONDENT QUESTIONNAIRE: Complete the respondent questionnaire and submit with bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.

Exhibit "A"

- 10. BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 10.1. Purchase price;
- 10.2. Reputation of Respondent and of Respondent's goods and services;
- 10.3. Quality of the Respondent's goods and services;
- 10.4. The extent to which the goods and services meet the City's needs;
- 10.5. Respondent's past performance with the City;
- 10.6. The total long-term cost to the City to acquire the Respondent's goods or services;
- 10.7. Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

10.8. EVALUATION FACTORS

Total 100% Points

- Cost-60% Points
- Response to Attachment D – Respondent Questionnaire – 40% Points
 - Training and development 10% Points
 - Vehicle and equipment list 5% Points
 - Company and individual work experience 25% Points

- 11. CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

11.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

11.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

- 12. 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 and notarized 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

Exhibit "A"

PART II

DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
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/departments/purchasing/>

PART III

SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 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 90 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 award. The Respondent shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing commercial HVAC services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 The selected respondent(s) shall provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Commercial Business location from which work crews are dispatched is required to be in a 35-mile radius of downtown Round Rock.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in commercial HVAC services.

Exhibit "A"

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 C and comply with all applicable sections of Chapter 2258.

Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18- 022 HVAC Services on the City of Round Rock website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

5. **PRICING:** The Bidder 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.

6. **PRICE INCREASE:** Contract prices for HVAC 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.

6.1 **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/>

6.2 Procedure to Request Increase:

- 6.2.1 Mail the written price increase request with the rate detail comparison and 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. Price increase requests shall be sent by mail to:

City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299

- 6.2.2 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, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

Exhibit "A"

7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
8. **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 vendor 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 and the vendor may be charged liquidated damages.
9. **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.
10. **WORKFORCE:** Contractor shall:
 - 10.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 10.2 Ensure Respondent's employees, wear a company uniform that clearly identifies them as the Respondent's employee, while working on City property.
 - 10.3 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.
 - 10.4 The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative.
 - 10.5 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
11. **PERMITS:** The Contractor shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
12. **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. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
13. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 13.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 13.2 Provide City contact(s) information for implementation of agreement.
 - 13.3 Identify specific milestones, goals and strategies to meet objectives.

Exhibit "A"

14. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

14.1 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.

14.2 The City's designated representative: The City's designated representative shall be:

Pete Dominguez
Facility Maintenance Manager
General Services
Phone: 512-801-4547
E-mail: pdominguez@roundrocktexas.gov

15. INTERLOCAL PURCHASING AGREEMENTS

15.1 The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

15.2 The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV SPECIFICATIONS

1. **HISTORY:** 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 maintained vary and can include but are not limited to office buildings, Police department, fire stations, parks facilities and parking garages.
 - Projects vary and are under the supervision of the City's designated representative:
Pete Dominguez, Facilities Manager
Phone #: 512-341-3144
Email: pdominguez@roundrocktexas.gov
2. **SCOPE OF WORK:** The Contractor shall provide on-site services including all materials and labor necessary to perform HVAC installation, repair and maintenance for various City owned or occupied locations. Services performed shall require prior authorization from the City's Facility Maintenance Department.
3. **WORKMANSHIP:** 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 of their respective trade and be compliant with all applicable code requirements.
 - 3.1 All materials used in any project shall be "new" unless pre-approved by the City's designated representative. All HVAC installation, repair and maintenance shall be in compliance with manufactures specification.
 - 3.2 At the conclusion of each project the Contractor shall 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.
 - 3.3 The Contractor shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. 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.
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. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
4. **WORKFORCE:** Contractor and all employees shall perform the services in a timely, professional and efficient manner. 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.
 - 4.1 The Contractor shall 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.
 - 4.2 The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative. The background check method will be approved by the City in advance,

Exhibit "A"

- 4.3 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
5. **HVAC CONTRACTOR REQUIREMENTS:** The following contains the minimum requirements and experience for HVAC installation, repair and maintenance services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
- 5.1 Contractor shall have a working knowledge of commercial and residential HVAC installation, repair and maintenance work and be qualified to work on HVAC systems currently installed in City locations.
- 5.2 Contractor shall be licensed to perform HVAC work as required by the Texas Department of Licensing and Regulation as an air-conditioning and refrigeration Contractor. Respondents shall submit a copy of the Contractor's license with the solicitation response.
- 5.3 The HVAC licensed Contractor shall have at least five (5) years of experience.
- 5.4 Only certified technicians shall perform, installation, repair or maintenance on City HVAC units. A copy of the Technicians certifications shall be submitted by the Contractor with the response to this IFB. If new Technicians are hired proof of certification shall be provided to the City before work begins.
- 5.5 The HVAC functions shall include but not be limited to: installation, repair and regular maintenance as scheduled by the City's Facilities Manager.
- 5.6 Contractor must be familiar with and have a working knowledge of all tools and equipment applicable to the HVAC trade, and have extensive knowledge of HVAC operating systems.
- 5.7 It is the responsibility of the Contractor to supervise their employees and to assure that the work crew acts in a professional manner in regards 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.
6. **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.
- 6.1 The City shall be provided with the designated person's name and telephone number.
- 6.2 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.
- 6.3 Answering machines are unacceptable as a point of contact.
- 6.4 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.
7. **WARRANTY:** Successful Respondent 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 defect.

Exhibit "A"

8. RESPONSE TIME: Response times shall be as follows:

8.1 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.

8.2 Emergency Calls: The City may require emergency HVAC repair, maintenance or replacement services during regular business hours or after hours.

8.2.1 The Contractor shall respond to emergency calls within two (2) hours after being contacted by the City.

8.2.2 The Contractor shall arrive onsite within four (4) hours of receiving work notification from the City.

9. WORK HOURS:

9.1. Regular Business Hours: are 7:00 am to 6:00 pm Monday through Friday (excluding weekends and holidays).

9.2. 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.

9.3. Emergency Calls: Contractor shall only respond to an emergency call placed by the Facilities Manager or his designee.

10. SAFETY: The Successful Respondent and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services. All Successful Respondents shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

10.1. Material Safety Data Sheets: Successful Respondent shall 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.

11. SERVICE/REPAIR PARTS: At the time the City calls for services, and the Contractor determines a location needs repairs:

11.1. Eighty-five percent (85%) of all parts shall be on-site within twenty-four (24) business hours;

11.2. All remaining parts shall be normally on-site within forty-eight (48) business hours;

11.3. 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 is in excess of \$500.

Exhibit "A"

- 12. 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. Any single project shall not exceed \$50,000.

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.

- 13. 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 himself 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.

- 14. DELIVERY AND STORAGE:** It shall be 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.

- 15. WORK REPORTS:** 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 performed.

Exhibit "A"

16. 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 needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

- Prices for materials may be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent on the Solicitation Document. Invoices for work performed, shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.

17. 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 of labor, overhead charges, travel, and payroll expenses.
- Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated on Attachment A-Bid Sheet, will be allowed for material.
- Invoices shall have attached a copy of paid materials receipt from the supplier.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A- BID SHEET** is posted in Solicitation Documents for IFB No. 18-022 HVAC Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
- 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
- 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
- 1.3 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://roundrock.munisselfservice.com/Vendors/default.aspx>.
- 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
- 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Exhibit "A"

Attachment A- Bid Sheet

HVAC Services

IFB-No. 18-022

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 18-022 HVAC Services. The Respondent acknowledges that he/she has 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.

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid.

Cost - Total 60% Points			
No.	Description	Unit	Unit Cost
1	Certified HVAC Technician Hourly Labor Rate	Per Hour	\$ 82.00
2	Certified HVAC Technician Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$ 105.00
3	HVAC Helper Regular Hourly Labor Rate	Per Hour	\$ 60.00
4	HVAC Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$ 90.00
5	(Information Only) Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	Percentage Markup	30%

Attachment D - Respondent Questionnaire- Total 40% Points

*10% Points for staff training and development

* 5% Points for vehicle and equipment list

* 25% Points for company and individual work experience

COMPANY NAME: Mechanical & Process Systems, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Jimmy Polasek

PHONE NUMBER: 512-691-9259

EMAIL ADDRESS: jimmy@mpslltd.us

Exhibit "A"

ATTACHMENT B: BIDDERS REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB No. 18-22

RESPONDENT'S NAME: Mechanical & Process Systems, LLC **DATE:** 6-28-2018

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>City of Leander</u> |
| Name of Contact | <u>Joy Simonton</u> |
| Title of Contact | <u>General Services Manager</u> |
| E-Mail Address | <u>jsimonton@leandertx.gov</u> |
| Present Address | <u>PO Box 319</u> |
| City, State, Zip Code | <u>Leander, Texas 78664</u> |
| Telephone Number | <u>(512) 528-2730</u> Fax Number: () |

- | | |
|-----------------------|--|
| 2. Company's Name | <u>Austin Regional Clinic</u> |
| Name of Contact | <u>Perry Mouser</u> |
| Title of Contact | <u>Facilities Maintenance Manager</u> |
| E-Mail Address | <u>pgmouser@covenantmso.com</u> |
| Present Address | <u>4515 Seton Center Parkway, Suite 150</u> |
| City, State, Zip Code | <u>Austin, Texas 78759</u> |
| Telephone Number | <u>(512) 231-5539</u> Fax Number: () |

- | | |
|-----------------------|--|
| 3. Company's Name | <u>Austin Independent School District</u> |
| Name of Contact | <u>Stuart Miller</u> |
| Title of Contact | <u>A/C Maintenance Foreman</u> |
| E-Mail Address | <u>stuart.miller@austinisd.org</u> |
| Present Address | <u>5101 East 51st Street</u> |
| City, State, Zip Code | <u>Austin, Texas 78723</u> |
| Telephone Number | <u>(512) 414-1107</u> Fax Number: () |

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

Exhibit "A"

ATTACHMENT C PREVAILING WAGE

1. **Attachment C- Prevailing Wage Rates** are posted in Solicitation Documents for IFB No. 18-022 HVAC Services on the City of Round Rock website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

2. **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 C and comply with all applicable sections of Chapter 2258.

Exhibit "A"

ATTACHMENT D RESPONDENT QUESTIONNAIRE 40% Points

Name of Business:	Mechanical & Process Systems, LLC
Physical Address of Headquarters (HQ):	1804 Central Commerce Court, Round Rock Tx 78664
Physical Address of Serving Branch: (if different address from HQ)	

1. On a separate sheet of paper describe training and development provided to staff. (10% Points).
2. EQUIPMENT LIST: Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. (5% Points)
3. Number of full time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	30
-----------------------------	----

4. How many years has your company been in the Commercial HVAC Business?

Number of years in the commercial HVAC business:	15
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5. EXPERIENCE: On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. (25% Points)
 - Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for HVAC Services.
 - Individual Work Experience- Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, licenses and years of experience.

City of Round Rock
HVAC Services
IFB No. 18-022
Class/Item: 910-36
June 2018

Exhibit "A"

ATTACHMENT E City HVAC Equipment Listing

1. **Attachment E- City HVAC Equipment Listing is posted in Solicitation Documents for IFB No. 18-022 HVAC Services on the City of Round Rock website at:**

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Exhibit "A"



CITY OF ROUND ROCK INVITATION FOR BID (IFB) HVAC SERVICES

IFB No. 18-022 Addendum No. 1 Date of Addendum: 06/21/18

Addendum No. 1, dated Thursday, 06/21/18 is being issued to respond to all questions submitted by the deadline on Tuesday, 06/19/18 @ 5 p.m. for IFB No. 18-022 – HVAC Services, as outlined below:

SECTION A: QUESTIONS And ANSWERS:

1. Question: Warranty. Is this a 5 (Five) year warranty on everything?
Answer: The 5 (five) year warranty is for new equipment parts and labor.
2. Question: Can we lock in pricing for the first 3 (Three) years and propose an increase for years 4 (four) and 5 (five)?
Answer: No. Per page 6, No. 6 of the solicitation, **PRICE INCREASE:** Contract prices for HVAC 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
3. Question: Page 2, section 1 – Purpose, it states award to one primary and one secondary contract. Will all work be divided equally over the primary and secondary contracts or is the secondary contract just a backup in case the primary cannot perform the work?
Answer: The common practice will be to ask both vendors to quote on the job. The vendor will be selected based on price and availability. The City reserves the right to select either Vendor per job.
4. Question: On page 6, section 3 – Subcontractors, are there exceptions to use subcontractors for sheet metal fabrication and installation on equipment change outs and new installations?
Answer: No.
5. Question: On page 7, section 5 – Pricing, it states the "fixed cost" shall include travel, freight, equipment acquisition and maintenance, delivery charges and costs associated with permits. Can you please clarify that the "fixed cost" is defined as the hourly rates (items 1-4) listed in Attachment A – Bid Sheet.
Answer: Yes, fixed costs is defined as the hourly rates (items 1-4) listed in Attachment A-Bid Sheet.

Exhibit "A"

6. Question: Does the City expect the quoted hourly rates to include costs for freight and delivery charges for parts and material used, time taken to acquire (pickup) parts from local vendors and permit fees charges by the City

Answer: Yes, the City expects the quoted hourly rates to include costs for freight and delivery charges for parts and material used, time taken to acquire (pickup) parts from local vendors and permit fees charges by the City

7. Question: On page 7, section 5 – Pricing, will the awarded vendor be able to charge travel time from vendor shop to City facility when responding to a service call?

Answer: No

8. Question: What about charging travel time from City facility to City facility when providing HVAC services?

Answer: No

9. Question: On page 12, section 11 – Service/Repair Parts, are Hotshot services (overnight or same day delivery) pre-approved for "E call" jobs if 85% of parts need to be onsite within 24 business hours?

Answer: No

10. Question: On page 13, section 13 – Site Inspection – is time spent by the vendor performing a site inspection and/or meeting with City staff billable time that we can include in our proposal?

Answer: No.

11. Question: Based on the past 5 years of historical data, how often does the HVAC contractor get after-hour emergency calls from the City?

Answer: 10 to 15 calls per year.

12. Question: Does the City want awarded vendor to perform Preventative Maintenance on HVAC units? If so, what frequency does the City want the preventative maintenance performed (i.e. quarterly, semiannually, annually)?

Answer: No, preventive maintenance is not required at this time.

Approved by: Oscar Wise

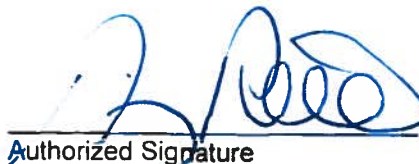
Date: 6/21/18

Oscar Wise, Purchaser

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED:

Mechanical & Process Systems, LLC
Vendor


Authorized Signature

6-28-2018
Date

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Mechanical & Process Systems, LLC

1804 Central Commerce Court · Round Rock, Texas · 78664 · Office: 512.691.9259 · Fax: 512.691.9258
Providing Commercial & Industrial Mechanical Services Since 2003
www.mpsltd.us

HVAC EQUIPMENT LIST

Trucks:

- 6- GMC/Chevrolet service/utility body trucks dedicated to MPS HVAC Services Department.

Truck Tool Inventory:

- Assorted hand tools
- Assorted ladders
- Assorted power tools – drills, Hammer drills, porta band saws, cutoff saws, etc.
- Refrigerant Gauges
- Refrigerant Recovery Machines
- Nitrogen Purge Tanks and Guages
- Co2 Tanks and Guages
- Refrigerant Scales
- Electronic Leak Detectors
- Multi Meters
- Ammeters
- Torchs and associated soldering and brazing equipment
- Jet Swets of various sizes
- Lock Out Tag Out and various safety equipment including PPE

Supporting Equipment Inventory at MPS Round Rock Shop Location:

- Air Compressors
- Air Balance Hoods
- Pressure Test Kits
- Arc Welders
- B-Tanks
- Chain Come-alongs
- Chainfalls - 1 1/2 Ton
- Pressure Washers
- Jack Stands
- Pipe Threaders
- Roll-A-Lifts
- Roust-A-Bouts
- Phase Rotation Indicators



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TRAINING AND ADDITIONAL DEVELOPMENT

Training:

All MPS HVAC technicians are trained through the Pipefitters Local 286 HVAC school. The HVAC program consists of training two nights a week for a five year period. Please see the following syllabus.

1st Year Classes

- Introduction to Pipe Trades (OSHA 30; CPR; First Aid; Rigging; Crane Signaling; Soldering & Brazing)
- Related Trade Math (Fractions; Decimals; Pythagorean Theorem; Builders Level; Total Station)

2nd Year Classes

- HVAC-A (Basic Electricity; Circuits/Conductors/Wiring)
- HVAC-B (EPA Section 608; R-410A & 407C; CFC Certification)

3rd Year Classes

- HVAC-A (Gas/Oil Heat; Steam; Pump Alignment)
- HVAC-B (Compressor Operation; Properties of Air; Special Refrigeration)

4th Year Classes

- HVAC-A (Cross Flow/Counter Flow & Closed Loop)
- HVAC-B (Air Cooled Chillers; DX; Comfort; Motor & VFD)

5th Year Classes

- HVAC-A (Centrifugal; Green Mechanical Systems; Motor Bearing)
- HVAC-B (Water Source Heat Pumps; Chill Water AHU's; Geothermal Application)

Additional Development

- All MPS technicians are trained on the latest industry technology, regulations and procedures as needed or required.
- All employees are safety trained on a regular basis
- All employees have had silica dust training

Exhibit "A"

Michael Gonsalvez

President

Round Rock, TX

WORK EXPERIENCE:

Mechanical & Process Systems, L.L.C

President/HVAC Licensee – TACLA023236C

- Founder Mechanical & Process Systems, L.L.C.
- Responsible for public relations and marketing
- Provides oversight for Project Managers, Estimators and office personnel
- Negotiates contract terms with General Contractors and clients
- Secure and negotiate contracts with subcontractors necessary to facilitate job completion

D. Carlson and Company, Inc.

Estimator/ Project Manager

- Solicited new clientele
- Estimated projects ranging in value from \$500 - \$10,000,000
- Assisted owners and consulting engineers in the development of cost estimates and schedules for feasibility studies
- Managed projects ranging in size from \$500 - \$3,200,000. Duties included material and equipment procurement, subcontractor evaluation and selection, writing of contracts, shop drawing submittal, construction management, value engineering and project closeout.

Texas Industrial Mechanical

Estimator/Project Manager

- Estimated projects ranging in size from \$500 - \$1,500,000
- Managed project ranging in size from \$500 - \$1,100,000. Duties included material and equipment procurements, shop drawing submittal, management of construction, value engineering, and project closeout.
- Assisted in contract negotiations.

LICENSES/ENDORSEMENT:

State of Texas Air Conditioning and Refrigeration License

- Environmental Air Conditioning Endorsement
- Commercial Refrigeration and Process Cooling and Heating Endorsement

RECENT TEXAS FACILITIES COMMISSION PROJECTS:

Five Buildings Project: William P. Clements and Robert D. Morten	2016
Insurance Annex Building Boiler Change Out	2015
Four Buildings Project:	
Insurance, Price Daniels, Supreme Court and John H. Reagan Bldg	2014

Exhibit "A"

Harry J. Huf, Jr.

Vice President

Austin, TX

WORK EXPERIENCE:

Mechanical & Process Systems, L.L.C

Vice President/ Responsible Master Plumber – M38061

- Create plumbing and mechanical cost estimates of projects with a cost up to \$10,000,000
- Manage all aspects of plumbing /medical gas operations.
- Manage projects including procurement of materials and equipment, coordinate and communicate with General Contractor, Project Manager, and on-site foremen; Maintain working relationship with employees on multiple sites, maintain job schedule and budget as per previously negotiated contracts.
- Assist in contract negotiations with General Contractors to successfully secure contracts for plumbing construction work
- Secure and negotiate contracts with subcontractors necessary to facilitate job completion

Carrier, Inc.

Commercial Service Tech Foreman

- Scheduled commercial service repairs
- Responded to and efficiently completed commercial plumbing service repairs
- Served as point of contact for large commercial clients
- Solicited and secured plumbing service contracts with new clientele
- Managed multiple employees including job assignments, payroll distribution, and scheduling
- Quickly procured tools and equipment necessary for plumbing repair completion
- Negotiated and secured contracts with supply and equipment distributors

LICENSES/ENDORSEMENTS:

State of Texas Master Plumber License

State of Texas Medical Gas Endorsement

Plumbing Union Local 286 Apprenticeship Training Program

RECENT PROJECTS:

- UT JOC Contract (Harry provides all estimates for the JOC proposals as well)
- UT College of Business Administration AHU-1 & AHU-3 Cooling Coil Replacements
- HVAC & Electrical Renewal Phase II Winship Drama Building
- Cryo-Electron Microscope & X-Ray Crystallography Lab FNT
- Capitol Beverage Company Mechanical & Plumbing
- UT Welch Hall Phase II 1929 Wing
- Warfield Center Art Gallery Renovation JES
- Moore-Hill Dormitory Maintenance & Interior Finishes MHD
- Jester West Maintenance & Interior Finishes Floors 9th, 10th, & 11th Floors
- John H. Winters Building Restroom Repair/System Replacement

Exhibit "A"

Jimmy W. Polasek
Service Department Manager / Project Manager
Taylor, TX

WORK EXPERIENCE:

Mechanical & Process Systems

MPS Service Department Manager/Project Manager

- Create HVAC cost estimates of projects with a cost up to \$2,000,000
- Manage projects including procurement of materials and equipment, coordinate and communicate with General contractor, Project Manager, and on-site foremen, maintain working relationship with employees on multiple sites, maintain job schedule and budget as per previously negotiated contract
- Manage all aspects of MPS' HVAC installation and service operations
- Secure and negotiate contracts with subcontractors necessary to facilitate job completion

Beard Mechanical Contractors

Service Manager

- Responsible for day-to-day operations of Refrigeration, HVAC, Plumbing Service and Sales
- Directly responsible for the management of and oversight of the AISD Geo-thermal contract
- Duties included hiring, training, and scheduling of service technicians
- Responsible for accounts receivable and invoicing

Carrier Commercial Service / YPS Refrigeration

General Manager YPS Refrigeration

- Responsible for day-to-day operations of Refrigeration, HVAC, Plumbing Service and Sales, Commercial Plumbing and Supermarket Refrigeration
- Directly responsible for the management of and oversight of the AISD Geo-thermal contract
- Responsible for hiring, training, and scheduling of service technicians, accounts receivable and invoicing
- Project Management and estimating of construction projects
- Service Supervisor/ Sales Carrier Commercial Service

Pneu-Temp Inc.

Service Manager/ Project Manager

- Responsible for hiring, training, and scheduling of service technicians as well as day-to-day operations of service department
- Manage installation and service of all HVAC projects

Tempset Controls

Foreman

- In charge of all Direct Digital Controls (DDC) and Pneumatic Control Systems installation.

YPS Inc

A/C Service Technician

ACI Systems Inc.

A/C Service Technician

LICENSES/ENDORSEMENTS:

State of Texas Master Mechanical License TACLA0020600C
Plumbing Union Local 286 Apprenticeship Training Program

Exhibit "A"

Christopher Reed HVAC Technical Sales / Business Development

Work Experience

Mechanical & Process Systems, LLC (Round Rock, TX) 2017- Present

Business Development

- Provide and enhance customer relations and support
- Provide companywide sales support
- Develop strategy to increase sales of HVAC services
- Assist service department in job surveys
- Estimate and provide proposals for new HVAC equipment and major repairs/retrofits

Way Service, LTD (Austin, TX) 2014 – 2017

HVAC Project Sales Engineer/Service Manager.

- Provided HVAC equipment and maintenance contract sales in Austin and San Antonio well as sales support for Texas P.A.C.E. and Bundled Energy Projects at various locations in Central Texas.
- Provide technical support to field technicians and sales team.
- Review all equipment and maintenance contract sales proposals for profit margin.
- Evaluate financial performance of all existing maintenance contracts.
- Provide project management for bundled energy projects up to \$1M and supervise retro commissioning of existing HVAC and commissioning of new HVAC.

Owner, Penn Energy Systems, LLC (Coplay, PA) 2005 – 2013

President

- Purchased and managed residential and commercial HVAC business.
- Provided sales service and installation of HVAC equipment. Sourced and qualified new products and vendors.
- Selected and sized various types HVAC equipment including chilled water, oil and gas fired systems.
- Developed new customer relations strategy utilizing CRM sales management software to benchmark and monitor all aspects of business performance.
- Increased equipment sales by 200% and service sales by 325%. Sold business to relocate to Texas.

Merck Pharmaceutical West Point, PA 1999 - 2005

Lead Research Utilities Supervisor

- Supervised HVAC and plumbing personal. Provided HVAC services to internal customers at Merck's West Point Facility.
- Assisted Site Engineering Services in design of new HVAC, process piping, and exhaust systems for sterile processing ISO 5 cleanroom areas.
- Supervised building automation team and assisted in validation of BAS, process piping and SCADA systems.
- Led site wide fume hood and biological safety cabinet certification team.

I. LICENSES AND ENDORSEMENTS

- Pharmaceutical Regulated Clean room & HEPA filter Testing
- Pharmaceutical Process Piping Layout, Design and Application
- ASHRAE 110 Testing Fume Hood Testing
- Business Courses - Lehigh County Community College
- Universal Certification (EPA) Refrigerant Recovery - Ferris State University
- Oil and Gas Fired Heating Systems Service & Design - Lehigh County Heat Council
- Advanced Oil Heat Certification - Pennsylvania Petroleum Association
- HVAC control system design and service – Honeywell

Exhibit "A"

Troy Smart
HVAC Service Technician
Austin, TX

WORK EXPERIENCE:

Mechanical & Process Systems 2015-Present
Service Technician/ Service Foreman

- Service and repair of Commercial & Industrial A/C equipment
- Start-up of HVAC Equipment and systems
- Assist Technicians with field diagnostics

Wattinger Service Co. 1999-2015
Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- Start-up of HVAC Equipment and systems
- Special Projects, Diagnostics Technician

Dynamic Systems Inc. 1997-1999
Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- Start-up of HVAC Equipment and systems
- Special Projects, Diagnostics Technician

Johnson Controls 1993-1997
Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- Troubleshoot and repair of Pneumatic controls systems.

Fox Service Co. 1992-1993
Service Technician

- Service and repair of Commercial & Residential A/C equipment

E.C. Electric and Mechanical 1990-1992
Service Technician

- Service and repair of Commercial & Residential A/C equipment

US Army 1986-1989
CBTRY 3rd Bn. 7th FA

Alice Home Appliance 1980-1986
Service Technician

- Service and repair of Residential A/C equipment and appliances

LICENSES/ENDORSEMENTS:

Plumbing & Pipefitter Union Local 286 Apprenticeship Training Program
Plumbing & Pipefitter Union Local 286 Apprenticeship Training Instructor
UA Instructor Certification Training Course
Trane CVHE Tear Down Course
Trane Screw Chiller operations Course
Johnson Controls Centrifugal operation and Maintenance Training course

Exhibit "A"

Mark Cobb
HVAC Service Technician
Troy, TX

WORK EXPERIENCE:

Mechanical & Process Systems 2015-Present
Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- Boiler Service and repair

Wattinger Service Co. 2009-2015
Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- Boiler Service and repair

YPS 2009-2009
Service Technician

- Service and repair of Commercial & Industrial A/C equipment

Carrier Corporation 2005-2009
Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- Troubleshoot and repair of Pneumatic controls systems.

Texas State Technical College 2000-2005
A/C Refrigeration Lab Assistant

- Responsible for maintaining equipment, lab set up, direction of student in equipment usage.

LICENSES/ENDORSEMENTS:

Plumbing & Pipefitter Union Local 286 Apprenticeship Training Program
PVI Boiler Certified Technician
Aerco Boiler, certified boiler start-up Technician

Exhibit "A"

Andrew Baxa
HVAC Service Technician

WORK EXPERIENCE:

Mechanical & Process Systems

2017-Present

Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- HVAC equipment installation
- Test and Balance HVAC duct systems

Pipefitters Local 286

2017-Present

Various Assignments

Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- HVAC equipment installation
- Test and Balance HVAC duct systems

Sheet Metal Workers Local 67

2011-2017

Various Assignments

Service and Installation Technician

- Foreman for HVAC projects at University of Texas Austin Campus
- Serviced and installation of HVAC equipment at Samsung
- Test and Balance HVAC duct systems
- Provide Fume Hood Performance Testing

LICENSES/ENDORSEMENTS:

Sheet Metal Workers International Association School

Plumbing & Pipefitter Union Local 286 Apprenticeship Training Program

EPA Universal Certification – Refrigerant Recovery and Transition

TABB – Test Adjust Balancing Bureau Certified

HVAC Fire Life Safety 1 & 2 Certified

Fume Hood Performance Testing Certified

Exhibit "A"

Carlos Trevino
HVAC Service Technician

WORK EXPERIENCE:

Mechanical & Process Systems

March 2018 - Present

Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- HVAC equipment installation

Wattinger Company

2016 - March 2018

Service Technician

- Service and repair of Commercial & Industrial A/C equipment
- HVAC equipment installation

Thermal Mechanical

2014 - 2017

Service and Installation Technician

- Serviced and installation of HVAC equipment
- Rooftop HVAC
- Split system HVAC

LICENSES/ENDORSEMENTS:

Everest Institute – HVAC Certification

Plumbing & Pipefitter Union Local 286 Training Program

EPA Universal Certification – Refrigerant Recovery and Transition

Exhibit "A"
INDUSTRIAL SAFETY PROGRAM

FOR

Mechanical & Process Systems, L.L.C.

IMPLEMENTATION DATE
October 2004

29 CFR 1910
REGULATORY STATUTE

Michael Gonsalvez

PRESIDENT

Jennifer Sandifer

SAFETY DIRECTOR

MPS Occupational Health and Safety Program

Exhibit A

Corporate Policy Statement

The Occupational Safety and Health Act of 1970 clearly states our common goal of safe and healthful working conditions. The safety and health of our employees continues to be the first consideration in the operation of this business.

Safety and health in our business must be a part of every operation. Without question it is every employee's responsibility at all levels.

It is the intent of this company to comply with all laws. To do this we must constantly be aware of conditions in all work areas that can produce injuries. No employee is required to work at a job he or she knows is not safe or healthful. Your cooperation in detecting hazards and, in turn, controlling them is a condition of your employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct.

The personal safety and health of each employee of this company is of primary importance. The prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. To the greatest degree possible, management will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standards.

We will maintain a safety and health program conforming to the best management practices of organizations of this type. To be successful, such a program must embody the proper attitudes toward injury and illness prevention not only on the part of supervisors and employees, but also between each employee and his or her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing, the best experience of operations similar to ours. Our goal is nothing less than zero accidents and injuries.



Michael Gonsalves
President
MPS

Exhibit "A"

MPS Occupational Health and Safety Program

Health and Safety Guidelines

Date of Last Revision: 05-2018

Program Responsibility: The company Safety Director is Jennifer Sandifer. She is solely responsible for all managerial facets of this program and has full authority to make necessary decisions to ensure success of the program. Safety is also the responsibility of every employee of this company. All members of the company are subject to all directives concerning safety and may be disciplined for infractions. The Safety Director has developed written detailed instructions covering each of the basic elements in this program, and is the sole person authorized to amend these instructions. This company has expressly authorized the Safety Director, or any employee, to halt any operation of the company where there is danger of serious personal injury.

Program Content

The MPS safety and health program includes, but is not limited to development and maintenance of the following:

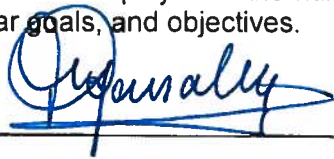
- 1. Company Health and Safety Program Guidelines.**
- 2. Written Programs as needed for Specific and General Projects.**
- 3. Safety Committee:**
- 4. Routine Safety and Health Inspections:**
- 5. Safety Meetings:**
- 6. Accident and Incident Reporting:**
- 7. Accident Investigation:**
- 8. General Safety Rules for all Departments.**
- 9. Recordkeeping Requirements:**
- 10. Disciplinary Actions for Willful Unsafe Acts:**

Exhibit "A"

1. **Company Health and Safety Program Guidelines.** MPS will review and evaluate this document:

- 1.1 On an annual basis.
- 1.2 When changes occur to 29 CFR that prompt a revision.
- 1.3 When changes occur to any related regulatory document that prompts a revision of this document.
- 1.4 When facility operational changes occur that require a revision of this document.

2. **Written Individual Programs.** This company will maintain written individual procedures for the types of hazards/issues that our employees will or could potentially be exposed to. Each program will be reviewed/revised on an annual basis, or as required by the respective governing OSHA Standard. Each program insofar as possible will be maintained as an independent program to avoid situations where it is unclear where responsibility for given issues belong. Effective implementations of these programs require support from all levels of management within this company. Each written program will be communicated to all personnel that are affected by it. Each will encompass the total workplace, regardless of number of workers employed or the number of work shifts. They will be designed to establish clear goals, and objectives.



3. **Safety Committee:**

3.1 Composition: The company safety committee will be comprised of (2) members of management/supervision and hourly personnel. The make-up of the committee will consist of the following:

Safety Committee

Jennifer Sandifer – Safety Director
Michael Gonsalvez – President
Eric Merka – Piping Superintendent

3.2 Principal Responsibilities: The principal responsibilities of the company safety committee will be as follows:

- 3.2.1 Assemble on a weekly basis to conduct safety meetings.
- 3.2.2 Conduct and oversee departmental safety inspections.
- 3.2.3 Review accident/injury reports and discuss corrective actions.

Exhibit "A"

3.2.4 Direct and monitor departmental training and safety meetings.

3.2.5 Discuss and report on unfinished business from previous meetings.

3.2.6 Discuss new business.

3.2.7 Maintain appropriate records of activities.

3.2.9 The Safety Director will be present to make notations of the meeting and offer advice. He will track open safety items to conclusion. He will also act as chairman in the absence of the designated chairman or vice chairman.

3.3 Charter. Charter for the MPS Safety Committee. This safety committee will encourage safety awareness among all employees. It will be established to monitor safety performance, safety inspections, and aid the Safety Director in administering the company safety program.

- To reduce injuries and save lives.**
- To constantly be aware of conditions in all work areas that can produce injuries.**
- To aid the company in complying with all laws pertaining to safety.**
- To ensure that no employee is required to work at a job that is not safe or healthful.**
- To place the personal safety and health of each employee of this company in a position of primary importance.**
- To aid in the prevention of occupationally induced injuries and illnesses.**
- To the greatest degree possible, aid management in providing all mechanical and physical facilities required for personal safety and health in keeping with the highest standards.**
- To maintain a safety and health program conforming to the best management practices of organizations of this type.**
- To establish a program that instills the proper attitudes toward injury and illness prevention not only on the part of supervisors and employees, but also between each employee and his or her co-workers.**
- To ultimately achieve a safety program maintained in the best interest of all concerned.**

Exhibit "A"

4. Routine Safety and Health Inspections: Routine safety and health inspections of all company facilities and job sites. The inspection will be conducted to discover through specific, methodical auditing, checking, or inspection procedures; conditions and work practices that lead to job accidents and industrial illnesses.

4.1 Inspection team composition. The company safety inspection team will be comprised of at least 1 member of management/supervision. The recommended make-up of the team will consist of at least one of the following:

Safety Inspection Team

<u>Title</u>	<u>Member</u>
Safety Director	Jennifer Sandifer
Member	Jobsite Superintendent
Member	Jobsite Foreman

4.2 Inspection Intervals: The safety director will coordinate inspection dates and times with all assigned inspection team members. The team will conduct inspections on a weekly basis.

4.3 Hazard priority classification system. Hazards will be rated according to the following rating system. Where it is unclear where a hazard should be rated the next higher priority classification will be assumed.

4.3.1 Priority 1 Hazard. The most serious type of unsafe condition or unsafe work practice that could cause loss of life, permanent disability, the loss of a body part (amputation or crippling injury), or extensive loss of structure, equipment, or material.

4.3.2 Priority 2 Hazard. Unsafe condition or work practices that could cause serious injury, industrial illness, or disruptive property damage.

4.3.3 Priority 3 Hazard. Unsafe condition or work practice that might cause a recordable injury or industrial illness or nondisruptive property damage.

4.3.4 Priority 4 Hazard. Minor condition, a housekeeping item or unsafe work practice infraction with little likelihood of injury or illness other than perhaps a first-aid case.

4.4 Inspection elements: The following inspection elements will be checked during safety inspections. Where an individualized safety program exists, the company standard practice instruction will be used as the basis for development of inspection criteria.

Exhibit "A"

<u>Element</u>	<u>Criteria</u>
Floors	Condition, slip, trip, falls
Aisles	Marking, obstructions
Stairs	Condition, railings, obstructions
Ladders	Condition, Metal in electrical areas
Scaffolds	Condition, Nonskid, level, 2 feet wide
Lighting	Suitable Illumination for work
Exits	Obstructions, locked, lit?
Ventilation	Adequate, fans guarded, maintained?
Hand tools	Grounded, guarded, pressure switches
Machine tools	Guarded, stop buttons, training?
Chemicals	Mess's, labels, storage, separated
Hoists/lifts	Load limits, unrestricted view, limits
Compressed gas	Storage, heat sources, labels, training
Guarding	Installed, over, under, around, between
Forklifts	Licenses, checklists, capacity, keys
Lockout tag out	Procedures, training, devices, tags
Eye protection	used, training, Z-87 rated protectors
Fire protection	Extinguishers, training, locations
First Aid Kits,	OSHA 200 logs, training
Waste disposal	Containers, labeled, separated
Building exterior	Defective overhangs, lighting
Building interior	Defective overhangs, lighting
Yards/roads	Obstructions, housekeeping, signs
Confined Spaces	Marked, training, ventilation, equipment
Elevators	Good repair, load rating, inspected
Offices	Floors, aisles, exits, ventilation
Power systems	Mechanical, hydraulic, electrical
Work practices	unsafe work practices observed? (List)

4.5 Inspection report. The safety director will develop a safety report based on the inspection items noted during the inspection. The following items will be accomplished:

4.5.1 The report will be distributed immediately to maintenance personnel responsible for correcting deficiencies noted during the inspection. Maintenance personnel will use the hazard classification system to prioritize deficiency correction.

4.5.2 The report will be distributed to all supervisors and key management personnel. Supervisors will brief the results to all employees under their control. Any employee requesting to be placed on the distribution list will be accommodated.

4.5.3 The safety director will develop a statistical analysis of deficiencies noted to determine jobs/areas that have a high incidence of injury potential. These areas will be emphasized during inspections and meetings.

5. Safety Meetings: A well ordered flow of information is essential to a good safety program. The company, through a program of safety meetings at all levels, intends to accomplish the goals of safety awareness, education, and participation.

5.1 Safety meeting outlines. The safety director will maintain outlines serving various

Exhibit "A"

topics of importance to the safety of company employees. The outlines will be flexible. They will be intended to be adapted to the widest range of situations and groups. Supervisors can add the level of detail required to make the material completely relevant to his or employees.

5.2 Safety meeting schedules. Employees will be given safety briefings by their respective supervisors on a weekly basis. Safety briefings will be given immediately:

5.2.1 upon initial job assignment or reassignment.

5.2.2 When operational changes to equipment or the job occur.

5.2.3 When a co-worker in their department is injured.

5.2.4 When manufacturers provide safety-related information pertaining to defects, use, etc., for equipment used by this company.

5.3 Departmental staff meetings. Safety will be included in the agenda of all staff meetings. The safety director will keep management informed of safety performance developments in the area of accident prevention, and safety. Management may ask the safety director to provide safety briefings as required.

5.4 Supervisor meetings: Safety will be included in the agenda of all routine supervisor meetings. The safety director will keep management informed of safety performance developments in the area of accident prevention, and safety. Management will ensure the information is transmitted to supervisors for inclusion in meetings. Supervisors may ask the safety director to provide safety briefings as required.

6. Accident and Incident Reporting: The MPS Hazard Report will be used by all employees to report potential or known hazards. The following procedures apply:

6.1 Person reporting hazard:

6.1.1 Notify department supervisor of the hazard.

6.1.2 Accomplish lock-out/tag-out if required on the machine.

6.1.3 Fill out required sections of the hazard report.

6.1.4 Forward report immediately to the safety director.

6.2 Supervisor:

6.2.1 Notify all affected workers of hazard.

6.2.2 Notify maintenance of hazard, if required.

6.2.3 Ensure hazard is properly marked and controlled.

6.2.4 Contact Safety Director if needed.

Exhibit "A"

7. Accident Investigation: Accident investigation is primarily a fact-finding procedure; the facts revealed are used to prevent recurrences of similar accidents. The focus of accident investigation will be to prevent future accidents and injuries to increase the safety and health of all our employees.

7.1 Immediate concerns.

7.1.1 Ensure any injured person receives proper care.

7.1.2 Ensure co-workers and personnel working with similar equipment or in similar jobs are aware of the situation. This is to ensure that procedural problems or defects in certain models of equipment do not exist.

7.1.3 Start the investigation promptly.

7.2 Investigation Team. The accident investigation team will be composed of the following:

Accident Investigation Team

Title

Safety Director

Supervisor of injured employee

7.3 Accident Investigation Form. A standardized investigation form which details specific company requirements for investigation will be developed and used to gather data to determine causes and corrective actions. As a minimum the form will contain the following areas of concern.

7.3.1 Accident investigation form data.

- Injured employee's name
- Date and time of injury
- Occupation or task being performed when injured
- Shift and department
- Company ID number
- Employee's address
- Sex/age/DOB
- Social security number
- Length of service
- Length of time at specific job
- Time shift started
- Overtime length when injury occurred
- Physician's and hospital name (if transported)
- Type of injury
- Resulting fatalities
- Description and analysis of accident
- Complete accident tree
- Action taken to prevent recurrence and person
- Employee's statement
- Witnesses' statement
- Employer's statement
- Person completing form and date
- Person reviewing form and date

Exhibit "A"

7.4 Reviewers: All injury investigation reports will be reviewed by a member of management responsible for the department/section involved to ensure pertinent information is transmitted to all concerned and remedial action taken.

Accident Investigation Review Team

Title

President

Safety Director

Supervisor of injured employee

7.5 Accident investigation report. The final report will be numbered in the upper right hand corner, Page of Pages. The report will include but is not limited to the following.

7.5.1 Investigation form and pertinent data

7.5.2 Photographs/drawings/exhibits of scene

7.5.3 Narrative of accident

7.5.4 Sequence of events

7.5.5 Contributing information

7.5.6 Findings and recommendations of review team

7.5.7 Action items and completion dates

7.5.8 Responsible persons

7.5.9 Follow-up procedures to ensure completion

7.5.10 Distribution list

8. General Safety Rules for all Departments. The following safety rules are established by this company as general safety rules for all departments/sections.

8.1 Never operate any machine or equipment unless you are authorized and trained to do so.

8.2 Do not operate defective equipment. Do not use broken hand tools. Report them to your supervisor immediately.

8.3 Obtain full instructions for your supervisor before operating a machine with which you are not familiar.

8.4 Never start on any hazardous job without being completely familiar with the safety techniques which apply to it. Check with your supervisor if in doubt.

8.5 Make sure all safety attachments are in place and properly adjusted before operating any machine.

Exhibit "A"

8.6 Do not operate any machine or equipment at unsafe speeds. Shut off equipment which is not in use.

8.7 Wear all protective garments and equipment necessary to be safe on the job. Wear proper shoes; sandals or other open-toed or thin-soled shoes should not be worn.

8.8 Do not wear loose, flowing clothing or long hair while operating moving machinery.

8.9 Never repair or adjust any machine or equipment unless you are specifically authorized to do so by your foreman.

8.10 Never oil, clean, repair, or adjust any machine while it is in motion.

8.11 Never repair or adjust any electrically driven machine without opening and properly tagging the main switch.

8.12 Put tools and equipment away when they are not in use.

8.13 Do not lift items which are too bulky or too heavy to be handled by one person. Ask for assistance.

8.14 Keep all aisles, stairways, and exits clear of skids, boxes, air hoses, equipment, and spillage.

8.15 Do not place equipment and materials so as to block emergency exit routes, fireboxes, sprinkler shutoffs, machine or electrical control panels, or fire extinguishers.

8.16 Stack all materials neatly and make sure piles are stable.

8.17 Keep your work area, machinery and all company facilities which you use clean and neat.

8.18 Do not participate in horseplay, or tease or otherwise distract fellow workers. Do not run on company premises - always walk.

8.19 Power-truck operators must safeguard other workers at all times; workers must show courtesy to power-truck operators.

8.20 Filing cabinets, desks, storage cabinets, and other storage devices should have drawers closed when not in use to prevent tripping hazards.

8.21 Floor mounted extension cords should be placed so that they are flush to the ground at all times.

8.22 Coffee bar electrical outlets should be properly used. Never overload electrical outlets.

8.23 Burned out light bulbs should be replaced immediately.

8.24 Frayed or damaged electrical cords should be replaced.

Exhibit "A"

8.25 Never take chances. If you're unsure, you're unsafe!

8.26 Ask for help; Let good common sense be your guide.

9. Recordkeeping requirements: This employer fully understands that companies with eleven (11) or more employees at any time during the calendar year immediately preceding the current calendar year must comply with the provisions of 29 CFR 1904. This section provides for recordkeeping and reporting by MPS covered under 29 CFR 1904 as necessary or appropriate for developing information regarding the causes and prevention of occupational accidents and illnesses, and for maintaining a program of collection, compilation, and analysis of occupational safety and health statistics both for this company and as part of the national system for analysis of occupational safety and health. Records shall be established on a calendar year basis.

9.1 This employer will report under 29 CFR 1904.8 concerning fatalities or multiple hospitalization accidents.

9.2 This employer will maintain a log of occupational injuries and illnesses under 29 CFR 1904.2 and to make reports under 29 CFR 1904.21 upon being notified in writing by the Bureau of Labor Statistics that the employer has been selected to participate in a statistical survey of occupational injuries and illnesses.

9.3 Log and summary of occupational injuries and illnesses: This employer shall:

9.3.1 Maintain a log and summary of all recordable occupational injuries and illnesses by calendar year.

9.3.2 Enter each recordable injury and illness on the log and summary as early as practicable but no later than 6 working days after receiving information that a recordable injury or illness has occurred. For this purpose form OSHA No. 200 or an equivalent which is as readable and comprehensible to a person not familiar with it will be used. The log and summary shall be completed in the detail provided in the form and instructions on form OSHA No. 200.

9.3.3 If this employer elects to maintain the log of occupational injuries and illnesses at a place other than this establishment or by means of data-processing equipment, or both, it will meet the following criteria:

9.3.3.1 There will be available at the place where the log is maintained sufficient information to complete the log to a date within 6 working days after receiving information that a recordable case has occurred.

9.3.3.2 At each facility belonging to this company, there will be available a copy of the log which reflects separately the injury and illness experience of that establishment complete and current to a date within 45 calendar days.

9.4 Supplementary record: In addition to the log of occupational injuries and illnesses (OSHA 200) this employer shall have available for inspection at each of our facilities within 6 working days after receiving information that a recordable case has occurred, a supplementary record for each occupational injury or illness for that establishment.

Exhibit "A"

The record shall be completed in the detail prescribed in the instructions accompanying Occupational Safety and Health Administration Form OSHA No. 101. Workmen's compensation, insurance, or other reports are acceptable alternative records if they contain the information required by Form OSHA No. 101 (according to OSHA). If no acceptable alternative record is maintained for other purposes, Form OSHA No. 101 shall be used or the necessary information will be otherwise maintained.

9.5 Annual summary: This employer shall post an annual summary of occupational injuries and illnesses for each facility under our control. This summary shall consist of a copy of the year's totals from the form OSHA No. 200 and the following information from that form:

9.5.1 Calendar year covered.

9.5.2 Company Name and establishment address.

9.5.3 Certification signature, title, and date.

9.5.4 A form OSHA No. 200 shall be used in presenting the summary. If no injuries or illnesses occurred in the year, zeros will be entered on the total line, and the form posted.

9.5.5 The summary shall be completed by February 1 of each calendar year. This company, or the director or employee of the employer who supervises the preparation of the log and summary of occupational injuries and illnesses, shall certify that the annual summary of occupational injuries and illnesses is true and complete. The certification shall be accomplished by affixing the signature of the employer, or the director or employer who supervises the preparation of the annual summary of occupational injuries and illnesses, at the bottom of the last page of the log and summary or by appending a separate statement to the log and summary certifying that the summary is true and complete.

9.5.6 A copy of the establishment's summary in shall be posted in each facility in the same manner required under 29 CFR 1903.2 The summary covering the previous calendar year shall be posted no later than February 1, and shall remain in place until March 1. For employees who do not primarily report or work at a fixed site belonging to this company, or who do not report to any fixed site on a regular basis, we shall satisfy this posting requirement by presenting or mailing a copy of the summary during the month of February of the following year to each such employee who receives pay during that month.

9.6 Records retention. Records provided for in 29 CFR 1904.2, 1904.4, and 1904.5 (including form OSHA No. 200 and its predecessor forms OSHA No. 100 and OSHA No. 102) will be retained for 5 years following the end of the year to which they relate.

9.7 Access to records. This employer shall provide, upon request, records provided for in 29 CFR 1904.2, 1904.4, and 1904.5, for inspection and copying by any representative of the Secretary of Labor for the purpose of carrying out the provisions of the OSHA act, and by representatives of the Secretary of Health, Education, and Welfare, or by any representative of a State accorded jurisdiction for occupational safety and health inspections or for statistical compilation.

Exhibit "A"

9.7.1 The log and summary of all recordable occupational injuries and illnesses (OSHA No. 200) will, upon request, be made available to any employee, former employee, and to their representatives for examination and copying in a reasonable manner and at reasonable times. The employee, former employee, and their representatives shall have access to the log for any establishment in which the employee is or has been employed.

9.8 Reporting of fatality or multiple hospitalization accidents. Within 8 hours after the occurrence of an employment accident which is fatal to one or more employees or which results in hospitalization of three or more employees, this employer shall report the accident either orally or in writing to the nearest office of the Area Director of the Occupational Safety and Health Administration, U.S. Department of Labor. The reporting may be by telephone or telegraph. The report shall relate the circumstances of the accident, the number of fatalities, and the extent of any injuries. It is understood that the Area Director may require such additional reports, in writing or otherwise, as he deems necessary, concerning the accident.

9.9 Change of ownership. Should this company change ownership, the company shall preserve those records, if any, of the prior ownership which are required to be kept.

9.10 Petitions for recordkeeping exceptions. Should this wish to maintain records in a manner different from that required the company will submit a petition containing the information specified by the Regional Commissioner of the Bureau of Labor Statistics in our region.

9.11 Employees not in fixed establishments: Record requirements for company employees engaged in physically dispersed operations such as occur in construction, installation, repair or service activities who do not report to any fixed company establishment on a regular basis but are subject to common supervision will be satisfied by:

9.11.1 Maintaining the required records for each operation or group of operations which is subject to common supervision (field superintendent, field supervisor, etc.) in an established central place located in Houston, Texas.

9.11.2 Having the address and telephone number of the central place listed in section 9.11.1 available at each worksite.

9.11.3 Having personnel available at the central place listed in section 9.11.1 during normal business hours to provide information from the records maintained there by telephone and by mail.

9.12 Statistical program: This employer will comply with all requirements to maintain, provide, and use statistical summaries. Upon receipt of an Occupational Injuries and Illnesses Survey Form, this employer shall promptly complete the form in accordance with the instructions contained therein, and return it in accordance with the instructions.

10. Disciplinary Actions for Willful Unsafe Acts: Employee safety is paramount at this company. The willful commitment of an unsafe act cannot and will not be condoned.

Exhibit "A"

Supervisors and/or employees who willfully jeopardize their own or coworkers safety will be disciplined. The type of discipline can range from a verbal warning to dismissal. The company safety director and supervisory personnel in the administrative chain of any employee may give employees a verbal warning for a known unsafe act or procedural, or operational infraction. The company safety director and management personnel may give supervisory personnel a verbal warning for a known unsafe act or procedural, or operational infraction. Disciplinary action other than a release from shift without pay must be reviewed by the President

10.1 Forms of discipline.

10.1.1 Verbal warning: The company safety director, managers, and supervisory personnel in the administrative chain of any employee may give employees a verbal warning for a known unsafe act or procedural, or operational infraction. A second verbal warning in the same shift will be grounds for release from the current work shift without pay. The immediate supervisor will be consulted in all cases and will make the determination for release.

10.1.2 Written warning. A written warning will be issued automatically for a second verbal warning for an unsafe act. The written warning will become part of the employee's permanent personnel record.

10.1.3 Retraining: It must be considered that the possibility exists that lack of proper training may be a cause of the unsafe act. Supervisors will review the need for employee remedial training in their job skill code to enable them to better accomplish their jobs.

10.1.4 Dismissal hearing: The employee concerned will be notified of his or her rights in writing at least one (1) day in advance of the hearing. The employee will be told in writing of the cut-off date for submission of a rebuttal. The option of dismissal will be reviewed by the President at a dismissal hearing. The immediate supervisor will be consulted to determine if a lesser form of discipline is warranted (if a supervisor is being dismissed an additional member of management will be consulted). The employees' rebuttal (if provided) will be considered along with the severity of the act, the supervisor's recommendation and any other supporting information provided at the time of the time of the hearing.

10.2 Unsafe act priority classification system: Unsafe acts will be rated according to the following rating system. Where it is unclear where an unsafe act should be rated the next higher priority classification will be assumed. While any unsafe act is serious, this classification system will be used to gage the severity of an unsafe act for use in determining the appropriate level of disciplinary action.

10.2.1 Priority 1 Unsafe Act. The most serious type of unsafe act or unsafe work practice that could cause loss of life, permanent disability, the loss of a body part (amputation or crippling injury), or extensive loss of structure, equipment, or material.

10.2.2 Priority 2 Unsafe Act. Unsafe act or work practice that could cause serious injury, industrial illness, or disruptive property damage.

Exhibit "A"

10.2.3 Priority 3 Unsafe Act. Unsafe act or work practices that might cause a recordable injury or industrial illness or nondisruptive property damage.

10.2.4 Priority 4 Unsafe Act. Minor unsafe work practice infraction with little likelihood of injury or illness.



Mechanical & Process Systems, LLC

1804 Central Commerce Court • Round Rock, Texas • 78664 • Office: 512.691.9259 • Fax: 512.691.9258

Providing Commercial & Industrial Mechanical Services Since 2003

www.mpsltd.us

TRAINING AND ADDITIONAL DEVELOPMENT

Training:

All MPS HVAC technicians are trained through the Pipefitters Local 286 HVAC school. The HVAC program consists of training two nights a week for a five year period. Please see the following syllabus.

1st Year Classes

- Introduction to Pipe Trades (OSHA 30; CPR; First Aid; Rigging; Crane Signaling; Soldering & Brazing)
- Related Trade Math (Fractions; Decimals; Pythagorean Theorem; Builders Level; Total Station)

2nd Year Classes

- HVAC-A (Basic Electricity; Circuits/Conductors/Wiring)
- HVAC-B (EPA Section 608; R-410A & 407C; CFC Certification)

3rd Year Classes

- HVAC-A (Gas/Oil Heat; Steam; Pump Alignment)
- HVAC-B (Compressor Operation; Properties of Air; Special Refrigeration)

4th Year Classes

- HVAC-A (Cross Flow/Counter Flow & Closed Loop)
- HVAC-B (Air Cooled Chillers; DX; Comfort; Motor & VFD)

5th Year Classes

- HVAC-A (Centrifugal; Green Mechanical Systems; Motor Bearing)
- HVAC-B (Water Source Heat Pumps; Chill Water AHU's; Geothermal Application)

Additional Development

- All MPS technicians are trained on the latest industry technology, regulations and procedures as needed or required.
- All employees are safety trained on a regular basis
- All employees have had silica dust training



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949

Fax: 507-446-4664

E-mail: clientcontactcenter@fedins.com

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FEDERATED SERVICE INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
MECHANICAL & PROCESS SYSTEMS LLC
PO BOX 7909
ROUND ROCK, TX 78683-7909

238-493-1

NAIC #
28304**COVERAGES****CERTIFICATE NUMBER: 198****REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	9361974	10/12/2017	10/12/2018	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:								
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	N	9361974	10/12/2017	10/12/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	9361975	10/12/2017	10/12/2018	EACH OCCURRENCE	\$10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$10,000,000
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER238-493-1
CITY OF ROUND ROCK
221 E MAIN ST
ROUND ROCK, TX 78664-5299

198 1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Ken

AGENCY CUSTOMER ID: 238-493-1

LOC #

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MECHANICAL & PROCESS SYSTEMS LLC PO BOX 7909 ROUND ROCK, TX 78683-7909
POLICY NUMBER SEE CERTIFICATE # 198.1		
CARRIER SEE CERTIFICATE # 198.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 198.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CONTRACT IFB 18-022

CITY OF ROUND ROCK AND ITS OFFICERS, EMPLOYEES AND ELECTED OFFICIALS ARE INCLUDED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE-HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, ___ DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE-HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Primary Source Insurance Agency Inc 121 E Park Square Owatonna MN 55060		CONTACT NAME: Nicole Peterson PHONE (A/C, No, Ext): (800) 760-2809 FAX (A/C, No): (877) 446-4631 E-MAIL ADDRESS: NLPeterson@fedins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Texas Mutual Ins Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001296654	11/05/2017	11/05/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: CONTRACT IFB 18-022

BLANKET WAIVER OF SUBROGATION APPLIES TO WORK COMP POLICY WHERE REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

CANCELLATION

CITY OF ROUND ROCK 910 LUTHER PETERSON ROUND ROCK TX 78665-1312	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-387658

Date Filed:
08/02/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mechanical & Process Systems LLC
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of Round Rock Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18-022
HVAC Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



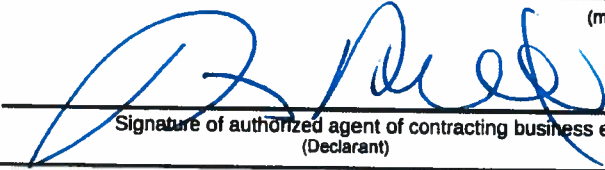
6 UNSWORN DECLARATION

My name is Jimmy Polasek, and my date of birth is 02/09/1967.

My address is 1804 Central Commerce Court, Round Rock, TX, 78664, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 2 day of August, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)