

Pamela McGee

From: Sean Bartels <Sean.Bartels@TDIndustries.com>
Sent: Wednesday, October 8, 2025 6:20 PM
To: Pamela McGee; Kendall Farris; Robert Campbell
Subject: RE: TDI / City of Keller PM HVAC Contract
Attachments: City of Keller - Service Agreement Proposal (Revised) 10-2-2025.pdf

Good evening Pamela,

In recognition of our long-standing partnership with the City, I've quoted the hourly rate below the standard BuyBoard rate of \$105 per hour.

Attached is the revised proposal along with breakout screenshots for your review. I hope this aligns with what you need on your end.

Please don't hesitate to reach out if you have any other questions. Please confirm receipt of this email.

Buy Board Hourly Rate for PM services (filter changes)

Classification	Manufacturer	Discount
11: Insulation Products for HVAC Equipment	LAKOS	5%
12: HVAC Maintenance Agreements		10%
Classification	Price	
13: Standard Hourly Rate for Installation/Repair Service of HVAC Equipment and Products , not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$	125.00
14: Non Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products , not to exceed non-standard hourly labor rate for Installation of HVAC Equipment and Products.	\$	187.00
15: Hourly Rate for Installation of HVAC Filter Change Out Service (including labor, filters and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$	105.00
16: Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).		0.96
17: Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).		1.35
Truck Charge	\$	90.00

Revised Proposal Payment Section (Page 2):

City of Keller – Year 1 PM Pricing Breakdown:

Description	Quantity/Rate	Total
Labor Hours	695 hours @ \$90/hour	\$62,550
Truck Charges	70 trips @ \$90/trip	\$6,300
Materials (Filters for PM Locations)	–	\$6,210
Total Annual PM Cost		\$75,060

Please Note: The standard BuyBoard Contract #720-23 rate for Filter Change-Out Services is \$105 per hour. However, the rates provided above reflect special, discounted pricing exclusively offered for the City of Keller under this contract.

Buildings/Locations	Annual *Year 1 & 2*		Quarterly	
Keller Town Hall - 1100 Bear Creek Pkwy Town Hall	\$	17,220.00	\$	4,305.00
Police Administration - 330 Rufe Snow Dr	\$	7,180.00	\$	1,795.00
Regional Holding Facility - 330 Rufe Snow Dr	\$	6,800.00	\$	1,700.00
Regional Animal Shelter - 330 Rufe Snow Dr	\$	5,980.00	\$	1,495.00
Public Library - 640 Johnson Rd	\$	8,400.00	\$	2,100.00
Keller Pointe - 405 Rufe Snow Dr	\$	12,100.00	\$	3,025.00
Fire Station #3 - 1500 Rufe Snow Dr	\$	2,700.00	\$	675.00
Fire Station #2 - 737 Keller Smithfield Road	\$	3,400.00	\$	850.00
Fire Station #1 - 455 Keller Smithfield Rd S	\$	3,800.00	\$	950.00
Friends of the Library - 660 Johnson Rd	\$	2,400.00	\$	600.00
Senior Center - 640 Johnson Rd Bld. 3	\$	5,080.00	\$	1,270.00
Totals	\$	75,060.00	\$	18,765.00



EMPLOYEE OWNED

Sean Bartels

Account Manager

direct: 817-341-9432

mobile: 817-341-9432

tdindustries.com



From: Pamela McGee <pmcgee@cityofkeller.com>

Sent: Wednesday, October 8, 2025 4:33 PM

To: Sean Bartels <Sean.Bartels@TDIndustries.com>; Kendall Farris <Kendall.Farris@TDIndustries.com>; Robert Campbell <rcampbell@cityofkeller.com>

Subject: RE: TDI / City of Keller PM HVAC Contract

Caution: The email is from an external sender, not from TDIndustries. Please do not open attachments or click links unless you know the content is safe. If in doubt, forward this email to SpamCheck@tdindustries.com for verification.

Thank you for the price list that was awarded by BuyBoard. I have this price list from BuyBoard. Our quote consists of quarterly totals, so I do not see the detail to confirm the prices are according to the BuyBoard award.

Below is your quote and Buyboard does not reflect prices as below. My question is how I compare the BuyBoard pricing to a quarterly amount.

Year One Payment Total:	\$75,060	
Payment Amount:	\$18,765	
Payment Frequency:	Quarterly	

Respectfully,

Pamela McGee, CGFO | Assistant Director of Finance

P: 817-743-4028 | F: 817-743-4191

City of Keller, Texas

Website: www.cityofkeller.com

Finance: www.cityofkeller.com/finance



SELECT YOUR BRANCH LOCATION



Contract: 2025 City of Keller - (HVAC PM Contract)

Buyboard #: 720-23

Customer's Billing Name and Address:

City of Keller

PO BOX 770 KELLER, TX 76244-0770

Service to be provided at:

City of Keller

Multiple Locations (listed on page 2)

Contract Overview

Effective Date: 10/1/2025

Account Manager: Sean Bartels

Proposal Date: 10/8/2025

Agreement Amount: \$75,060

Type of Contract

1. HVAC PLANNED MAINTENANCE

Contract Duration and Terms

☒ Multi-Year Agreement

Year One Payment Total: \$75,060

Year Two Payment Total: \$75,060

Year Three Payment Total: \$77,320

Payment Amount: \$18,765

Payment Amount: \$18,765

Payment Amount: \$19,330

Payment Frequency: Quarterly

Payment Frequency: Quarterly

Payment Frequency: Quarterly

Year Four "Option Period" Payment Total: \$77,320

Year Five "Option Period" Payment Total: \$79,640

Payment Amount: \$19,330

Payment Amount: \$19,910

Payment Frequency: Quarterly

Payment Frequency: Quarterly



SELECT YOUR BRANCH LOCATION



City of Keller – Year 1 PM Pricing Breakdown:

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Labor Hours	695 hours @ \$90/hour	\$62,550
Truck Charges	70 trips @ \$90/trip	\$6,300
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Regional Animal Shelter - 330 Rufe Snow Dr	\$	5,980.00	\$	1,495.00
Public Library - 640 Johnson Rd	\$	8,400.00	\$	2,100.00
Keller Pointe - 405 Rufe Snow Dr	\$	12,100.00	\$	3,025.00
Fire Station #3 - 1500 Rufe Snow Dr	\$	2,700.00	\$	675.00
Fire Station #2 - 737 Keller Smithfield Road	\$	3,400.00	\$	850.00
Fire Station #1 - 455 Keller Smithfield Rd S	\$	3,800.00	\$	950.00
Friends of the Library - 660 Johnson Rd	\$	2,400.00	\$	600.00
Senior Center - 640 Johnson Rd Bld. 3	\$	5,080.00	\$	1,270.00
Totals	\$	75,060.00	\$	18,765.00

Acknowledgments

TDIndustries, Inc.

Customer Name

By

By

Printed Name and Title

Printed Name and Title

Date

Date



SELECT YOUR BRANCH LOCATION



Equipment Covered:

Senior Center - 640 Johnson Rd Bld. 3

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
CU-1	TRANE	4TTA0360A3000AA	18264AFR3F
CU-2	TRANE	4TTA03060D3000DA	17461U3S5F
CU-3	TRANE	4TTA03060D3000DA	13351MBD5F
CRAC-1	mitsubishi	MUZ-GE15NA	1001260T
CU-AH-1	TRANE	4TXCB004DS3HCAA	18284Y2C5G
CU-AH-2	TRANE	4TXCC09DS3HCAA	17465098CG
CU-AH-3	TRANE	4TXCC060BC3HCBA	1001260T
CRAC-AH-1	mitsubishi	MUZ-GE15NA	1001260T

Friends of the Library - 660 Johnson Rd

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
AC-1	TRANE	4TTA3060D3000CA	13351MBD5F
AC-2	TRANE	4TTA3060D3000DA	17461U335F
AC-3	TRANE	4TTA4036A3000AA	18264AFR3F

Fire Station #1 - 455 Keller Smithfield Rd S

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
CU-1	TRANE	2TTA3042A3	84031844F
CU-2	TRANE	2TTA3048A3	84052NA4F
CU-3	TRANE	2TTA3036A3	82052863F
CU-4	TRANE	2TTA3042A3	819KDK4F
CU-5	TRANE	2TTA3042A3	84032KX4F
Heater 1	MODINE	Not available	
Heater 2	MODINE	Not available	

Fire Station #2 - 737 Keller Smithfield Road

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
CU-1	TRANE	4TTA7060A3000AA	182547TW2F
CU-2	TRANE	4TTA7060A3000AA	182547AP2F
CU-1 AUX BUILD	mitsubishi	PUMY-P36NKMU1	73U06300B
CU-2 AUX BUILD	mitsubishi	PUMY-P36NKMU1	73U062838
GAS Heater-1	MODINE	PAE30AG	5011010993
GAS Heater-2	MODINE	PAE30AG	5011010993



SELECT YOUR BRANCH LOCATION



Equipment Covered Continued:

Fire Station #3 - 1500 Rufe Snow Dr

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
CU-1	TRANE	4TTA7060A3000AA	18194NC72F
CU-2	TRANE	4TTA7060A3000AA	18232PF12F
GAS Heater-1	MODINE	PAE30AG	
GAS Heater-2	MODINE	PAE30AG	

Keller Pointe - 405 Rufe Snow Dr

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
ACCU-P2	TRANE	TTB024C100A2	3365L405F
ACCU-P3	TRANE	TTB024C100A2	3365L0E5F
ACCU-P4	TRANE	2TTA20-36A3000AB	3355TUI3F
ACCU-C2	TRANE		
RTU-1A	TRANE	SLHFC304C638A5BD5001A0C00G000000TOY8600	C03K08943
RTU-1B	TRANE	SLHFC304C638A5BD5001A0C00G000000TOY8600	C03K08944
RTU-2A	TRANE	SLHFC304C638A5AD5001A0C00G000000TOY8600	C03K08945
RTU-2B	TRANE	SLHFC304C638A5AD5001A0C00G000000TOY8600	C03K08846
RTU-3	TRANE	SLHFC204C637A3CD5001A0C00G000000TOY8600	C03K08947
RTU-4	TRANE	SLHFC4C638A5DD9001A0C00G000000TOY8600	C03K08948
RTU-5	TRANE	SLHFC304C648A5BD9001A0C00G000000TOY8600	C03K08950
AHU-C1	TRANE		
FCU-1	CARRIER	2SHCD448A003	
FCU-2	CARRIER	2SHCD448A003	
VAV - 2 Total	TRANE		
FPB - 14 Total	TRANE		

Public Library - 640 Johnson Rd

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
RTU-1	CARRIER	48HJR004PH-54HRY	3409G20427
RTU-2	CARRIER	48HJS005PH-56HRY	3409G20436
RTU-3	CARRIER	48HJS006PH-54HRY	3409G30324
RTU-4	CARRIER	48HJS012PH-58HRY	3509G21007
RTU-5	CARRIER	48HJS006PH-54HRY	3409G30325
RTU-6	CARRIER	48HJS014PH-56HRY	3709G50790
RTU-7	CARRIER	48HJS012PH-58HRY	3509G21006
RTU-8	CARRIER	48HJS012PH-58HRY	3509G21008
RTU-9	CARRIER	48HJS007PH-55HRY	3409G30341
RTU-10	CARRIER	48HJS008PH-54HRY	3709G50820
RTU-11	CARRIER	48HJS005PH-56HRY	3409G20437
RTU-12	CARRIER	48HJS014PH-56HRY	3709G50789
RTU-13	CARRIER	48HJS005PH-56HRY	3409G20435
CRAC-1	LIEBERT	PFH027A-PH7	0939N189885
CRAC-1-AH	LIEBERT	MMD24E7PHEDF	0940N190028



SELECT YOUR BRANCH LOCATION



Equipment Covered Continued:

Regional Animal Shelter - 330 Rufe Snow Dr

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
ERU-1A	VAILANT	VPRE-210-13C-201-C-4AA	13299589
CU-1	DAIKIN	RXYQ96PBYD	A000505
CU-2	DAIKIN	REMQ120PBYD	A001056
CU-3	DAIKIN	REMQ120PBYD	A001162
FREEZER-1	BALLY	BEHA025L6-HT3B-F	130208930T
FCU-1A-AH	DAIKIN	FXTQ42PAVJU	1109249458
FCU-2A-AH	DAIKIN	FXTQ36PAVJU	1206428230
FCU-3A-AH	DAIKIN	FXTQ36PAVJU	1206528233
FCU-4A-AH	DAIKIN	FXTQ42PAVJU	1109249459
FCU-5A-AH	DAIKIN	FXTQ54PAVJU	1306747814
FCU-6A-AH	DAIKIN	FXFGQ18PVJU	C001339
FCU-7A-AH	DAIKIN	FXZQ12M7VJM	6104634
OAFUCU	DAIKIN	AVAILABLE IF NEEDED	

Regional Holding Facility - 330 Rufe Snow Dr

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
ERU-1J	VAILANT	VPRE-110-8C-101-C-1AA	13299594
MAU-1J	VAILANT	VPR-210-20C-251-C-1AX	13299598
RTU-1J	TRANE	YHC067E4RYA0700B10002B007	133110040L
RTU-2J	TRANE	YHC067E4RYA0700B10002B007	133110024L
RTU-3J	TRANE	YHC067E4RYA0700B10002B007	133110182L
RTU-4J	TRANE	YHC072ERXA0M00B10002B007	13110134L
MS-1J	DAIKIN	RXS36LVJU	R000835
MS-2J	DAIKIN	RXS12LVJU	E005126
MS-1J-AH	DAIKIN	FTX536LVJU	E001544
MS-2J-AH	DAIKIN	FDXS12LVJU	E002058



SELECT YOUR BRANCH LOCATION



Equipment Covered Continued:

Police Administration - 330 Rufe Snow Dr

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
RTU-1	TRANE	SXHFC7540656C9BD9001A0C00G000000T0Y8600	C04C02149
CU-N1	TRANE	2TTA2024A1	4235UMU4F
CU-N2	TRANE	2TTA2024A0	4235UAXAF
CU-NA	TRANE	4TTR4048L1000AA	1627364Y3F
CU-N5	TRANE	2TTB2042A10000AA	4421TC83F
FCU-1	TRANE	2TTA120A400FA	4261UAPAD
CRAC-1	MITSUBISHI	PKA-A36KA4	19M02753
FPB - 23 Total	TRANE	Available if needed	Available if needed
VAV - 13 Total	TRANE	Available if needed	Available if needed
CRAC-AH-1	MITSUBISHI	Available if needed	Available if needed
CU-N1-AH	TRANE	TWE018C140B0	4252S4U2VS
CU-N2-AH	TRANE	TWE018C140	4254JIM1V
CU-NA-AH	TRANE	TWE048P130B0	4461LLC1V
CU-N5-AH	TRANE	TWE042P130B0	4455MBH1V
FCU-1-AH	TRANE	TWE120A300EL	426MSABD

Keller Town Hall - 1100 Bear Creek Pkwy Town Hall

<u>Equipment</u>	<u>Make</u>	<u>Model Number</u>	<u>Serial Number</u>
RTU-1	TRANE	SCHGC9040T87CE8D9	C01D47267
RTU-2	TRANE	SCHGC9040T87CE8D9	C01D47268
RTU-3	TRANE	TCH240B40F	Z16102207D
RTU-4	TRANE	TCH240B40FGA	Z16102195D
CU-1	TRANE	2TTA036A4000AA	3322TTH3F
CRAC-1	LIEBERT	PFC020A-PL	0128N550431
CRAC-2	LIEBERT	PFC020A-PL	0131N510435
FPB - 52 Total	TRANE	Available if needed	Available if needed
VAV - 16 Total	TRANE	Available if needed	Available if needed
CRAC-AH-1	LIEBERT	MMD18E-P0E04	0128N505B4
CRAC-AH-2	LIEBERT	MMD36E-P0E04	0131N51475



Scope of Work Summary:

PM Schedule:

January: Minor inspection w/Filter change, replace belts

April: Major PM w/Filter change, coil wash

June: Major PM w/Filter change, coil wash

October: Minor inspection w/Filter change

Packaged Unitary

Annual Inspection

Refrigerant Systems

- Check and record superheat and subcooling
- Check and record refrigerant pressures

Lubrication System

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater (if applicable)

Electrical Systems

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)
- Inspect electrical connections for indications of heat
- Check starter operation, voltage and current

System Checks

- Visually inspect condenser/evaporator coils for cleanliness and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required
- Inspect filters
- Check the sheaves and pulleys for wear and alignment
- Check blower wheel
- Clean drain trap and drain pan

Operating Inspection

- Inspect and adjust operating and safety controls. Record settings
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Inspect filters

Major Heating Inspection

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

Optional Services



- ☒ Clean condenser coils (2 times) annually April & June
- ☒ Provide material and labor to replace filters (4) times per year
- ☒ Provide material and labor to replace standard belts (1) time annually

Split Systems and Heat Pumps

Annual Inspection

Refrigerant System

- Check and record superheat and subcooling
- Check and record refrigerant pressures

Lubrication System

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater (if applicable)

Electrical Systems

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)
- Inspect electrical connections for indications of heat
- Check starter operation, voltage and current

System Checks

- Visually inspect condenser/evaporator coils for cleanliness and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required
- Inspect filters
- Check the sheaves and pulleys for wear and alignment
- Check blower wheel
- Clean drain trap and drain pan

Operating Inspection

- Inspect and adjust operating and safety controls. Record settings
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Inspect filters

Major Heating Inspection

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

Optional Services

- ☒ Clean condenser coils (2 times) annually April & June
- ☒ Provide material and labor to replace filters (4) times per year
- ☒ Provide material and labor to replace standard belts (1) time annually



Fan Powered Boxes

Annual Inspection

- Inspect box for detectable maintenance items
- Inspect blower wheel and retaining bolts
- Inspect pulleys and sheaves
- Inspect/adjust belt alignment and condition
- Lubricate shaft and motor bearings as required
- Inspect all bearing and motor retaining bolts
- Record motor operating conditions
- Inspect/tighten all control and power wiring
- Inspect all duct connections and door seals
- Inspect flex connections for wear and leaks
- Inspect box for unusual noise or vibration
- Inspect dampers and linkages for proper movement, adjust linkages as needed.
- Inspect damper operators for proper operation
- Inspect spring isolators and adjust as needed
- Inspect pneumatic system for leaks and cracks
- Inspect heat kit, verify proper operation, if applicable

Operating Inspection

- Inspect coils for air flow obstructions
- Lubricate shaft and motor bearings as required
- Inspect all bearing and motor retaining bolts
- Record motor operating voltage and amperage
- Inspect/tighten electrical connections
- Inspect box for unusual noise or vibration
- Inspect/adjust belt alignment or tension
- Inspect filters and report conditions to the customer

Optional Services

- ☒ Provide labor and material to replace filters and media, or clean permanent filter once per year
- ☐ Lubricate linkage once per year

Make-Up Air (Conditioned) If Applicable

Annual Inspection

Refrigerant System

- Check and record superheat and subcooling
- Check and record refrigerant pressures

Lubrication System

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater (if applicable)

Electrical Systems

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)



- Inspect electrical connections for indications of heat
- Check starter operation, voltage and current

System Checks

- Visually inspect condenser/evaporator coils for cleanliness and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required

Inspect filters

- Check the sheaves and pulleys for wear and alignment
- Check blower wheel
- Clean drain trap and drain pan

Operating Inspection

- Inspect and adjust operating and safety controls. Record settings
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Inspect filters

Major Heating Inspection

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

Optional Services

- ☒ Clean condenser coils (2 times) annually April & June
- ☒ Provide material and labor to replace filters (4) times per year
- ☒ Provide material and labor to replace standard belts (1) time annually

Make-Up Air (Non-Conditioned) If Applicable

Annual Inspection

- Lubricate motor bearings (if applicable)
- Lubricate blade shaft bearings (if applicable)
- Check bearing and motor mounting
- Rotate the fan and check for obstructions in the fan housing
- Check unit for unusual noise or vibration
- Check motor operating voltage and amperage
- Inspect the control and power wiring for secure connections and insulation

Optional Services

- ☒ Replace drive belts (1) time per year

Gas Heaters

Annual Inspection

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger



SELECT YOUR BRANCH LOCATION



At the time of scheduled inspections and for the equipment listed on the attached pages, TDIndustries, Inc. agrees to perform the Planned Maintenance tasks described on the following pages.

Inspections shall be scheduled by TDIndustries, Inc. and will be based on manufacturer's recommendations; equipment location; application and type; and TDIndustries, Inc. experience. A service report will be presented after each service call for your records that show the maintenance and repair work completed.

Beginning with the effective date, the customer agrees to pay, in advance, for the service described herein according to the payment schedule shown above and remit to P.O. Box 300008, Dallas, TX 75303-0008. This agreement shall continue in effect unless either party gives written notice and confirms their intention not to renew and it is received by a minimum of (30) thirty days prior to the effective date. TDIndustries reserves the right to invoice and be paid for work performed that exceeds the billings to date for early cancellation. TDIndustries, Inc. may annually adjust any charges for ongoing maintenance and services. This adjustment will be based on the Service Consumer Price Index and any local increases in labor and material costs. This agreement is not valid or binding until accepted by TDIndustries, Inc.

Standard Terms and Conditions

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

1. TDIndustries, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs of claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
2. If TDIndustries, Inc. encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances has been removed or otherwise controlled so that it does not pose a health or safety threat.
3. Any installation dates given in advance are estimated. Installation will be made subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor, difficulties, delays in usual sources of supply, major changes in economic conditions, or without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
4. On arrival of any equipment, goods or material at the shipping address specified, Customer shall assume all risk of loss or damage to such equipment, goods or material.
5. In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
6. The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
7. If the equipment, goods or material furnished hereunder requires the use of water or steam, re-circulated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
8. All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person, or persons through the negligence of such employees.
9. No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.
10. Delays Caused By Coronavirus Concerns. Notwithstanding any other provision of this Agreement, any delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.



SELECT YOUR BRANCH LOCATION



11. Effective November 1, 2020, all credit card transactions with TDIndustries, Inc. will include a surcharge fee of 3% of the total transaction amount. This fee does not exceed our cost of acceptance.

Customer Agrees:

12. To provide access to all equipment during normal working hours.
13. To accept the judgment of TDIndustries, Inc. as to the best means to be employed for any corrective or repair work and as to the operation of the equipment.
14. That any service performed by anyone not authorized by TDIndustries, Inc. will release TDIndustries, Inc. from all obligations and cause any warranties provided under this agreement to become null and void.
15. That if customer requests or requires maintenance inspections to be made on overtime, that customer will pay the then prevailing difference between regular and overtime rates for labor performed.
16. Customer agrees to make payment in advance for services described. If customer defaults on payments, TDIndustries, Inc. will notify customer, and may cancel the contract for non-payment.
17. The customer acknowledges that TDIndustries, Inc. employees are a valuable asset to TDIndustries, Inc. The customer agrees to pay TDIndustries, Inc. an amount equal to 12 months of salary for each TDIndustries, Inc. employee who worked at the customer's facility that is then hired by the customer at any time during the term of this Agreement and for 60 days thereafter. In addition, the customer agrees to reimburse TDIndustries, Inc. for all costs associated with any training TDIndustries, Inc. provided to such employee during the three years before the date the customer hires such employees.

Specific Exclusions:

18. CABINETS, DUCTWORK, AIR BALANCE, INSULATION, WATER PIPING, DRAIN LINES, STEAM LINES, CONDENSER, EVAPORATOR, HEAT EXCHANGERS (GAS FURNACES, BOILERS, CHILLERS, ETC.), MOLD, ELECTRICAL WIRING OR SAFETY DEVICES, AND ITEMS BEYOND THE EQUIPMENT ITSELF. REPAIRS DUE TO FREEZING OR VOLTAGE PROBLEMS, CHANGES REPAIRS OR CORRECTIONS TO EQUIPMENT DUE TO DESIGN, CODE OR INSURANCE REQUIREMENTS.
19. Service and material required due to electrical power failure, burned out fuses, or other work excluded from this agreement.
20. TDIndustries, Inc. will provide under this agreement specifically exclude inspection, discovery, identification, prevention or remediation of Hazardous Substances caused by mold.
21. Loss, damage, or injury caused by failure or delay arising from causes beyond the control of TDIndustries, Inc.
22. Damage due to fire, water, war, vandalism, natural phenomena, and/or acts of God.
23. TDIndustries, Inc. has no obligation or responsibility except as specifically and explicitly proven for herein.
24. Parts and labor for heat exchanger replacement.
25. Refrigerant is not included in this agreement and will be billed separately for all levels of service agreements.

Disclaimer of Services Provided Under this Agreement

- ☒ **PLANNED MAINTENANCE (PM)**
This Planned Maintenance Agreement is to provide services for the equipment referenced as "Equipment Covered". Planned Maintenance coverage can provide early detection of adverse operating conditions in order to avoid costly equipment failures. Upon approval, all parts and labor necessary to repair the equipment will be charged to the customer. Emergency service requests will be given a preferred customer response and will be billed at prevailing service rates. **See Terms and Conditions.**
- ☐ **FULL MAINTENANCE (FM)**
This Full Maintenance Agreement is to provide services for the equipment referenced as "Equipment Covered". Full Maintenance coverage provides for all labor, parts, material and miscellaneous expenses (excluding refrigerant) associated with maintaining and repairing the equipment identified in this agreement. If applicable, this agreement assumes that the equipment listed is in good running, maintainable condition and eligible for a Full Maintenance Agreement. If on the first inspection, repairs are found necessary, such repair charges will be submitted for the owner's approval. If these repairs are declined, those items will be eliminated from the agreement solely at the discretion of TDIndustries, Inc. and the price of the agreement will be adjusted in accordance with the equipment covered. **See Terms and Conditions.**



October 9, 2023

Sent Via Email: kendall.farris@tdindustries.com

Kendall Farris
TDIndustries, Inc
13850 Diplomat Drive
Dallas, TX 75234

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 720-23, HVAC Equipment, Supplies, and Installation

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023 through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 720-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



October 10, 2023

Sent Via Email: kendall.farris@tdindustries.com

Kendall Farris
TDIndustries, Inc
13850 Diplomat Drive
Dallas, TX 75234

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 720-23, HVAC Equipment, Supplies, and Installation

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023 through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 720-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

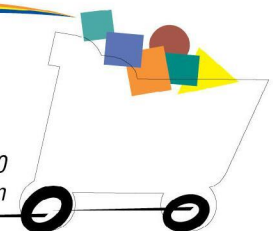
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

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At the Heart of Your Building

July 13, 2023

**BUYBOARD® COOPERATIVE
720-23 HVAC EQUIPMENT, SUPPLIES
AND INSTALLATION
PROPOSAL INVITATION QUESTIONNAIRE AND
ADDITIONAL DOCUMENTS**



TD Industries, Inc.

13850 Diplomat Drive
Dallas, Texas 75234

tdindustries.com

TABLE OF CONTENTS

Proposal Invitation, Instructions and General Information	4
Proposal Forms	14
Proposer's Acceptance and Agreement	14
Proposal Forms Part 1: Compliance Forms	15
Proposal Acknowledgements	15
Felony Conviction Disclosure	16
Resident/Nonresident Certification	17
Debarment Certification	17
Vendor Employment Certification	17
No Boycott Verification	18
No Excluded Nation or Foreign Terrorist Organization Certification	19
Historically Underutilized Business Certification	19
Acknowledgement of BuyBoard Technical Requirements	19
Construction-Related Goods and Services Affirmation	20
Deviation and Compliance	21
Vendor Consent for Name Brand Use	22
Confidential/Proprietary Information	23
EDGAR Vendor Certification	25
Compliance Forms Signature Page	29
Proposal Forms Part 2: Vendor Information Forms	30
Vendor Business Name	30
Vendor Contact Information	31
Federal and State/Purchasing Cooperative Experience	31
Governmental References	32
Company Profile	32
Texas Regional Service Designation	33
State Service Designation	34
National Purchasing Cooperative Vendor Award Agreement	35
Local/Authorized Seller Listings	37
Manufacturer Dealer Designation	38
Proposal Invitation Questionnaire	39
Vendor Request to Self-Report BuyBoard Purchases	43
Proposal Specification Summary	44
Required Forms Checklist	45

General Terms and Conditions 46

Appendix I – BuyBoard Technical Requirements..... 73

Appendix II – Additional Terms and Conditions for BuyBoard Self-Reporting 76

Addenda 78



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Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 720-23 for HVAC Equipment, Supplies, and Installation must be received on or before 4:00 PM July 13, 2023**, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com



P.O. Box 400, Austin, Texas 78701
800.695.3810 • bids@buyboard.com • buyboard.com

PROPOSAL INVITATION NO. 720-23

TABLE OF CONTENTS

NOTICE AND INSTRUCTIONS	Page
Notice of Proposal Invitation	1
Instructions to Proposers	4
GENERAL INFORMATION	
General Information	7
PROPOSAL FORMS	
Proposer's Acceptance and Agreement	11
PROPOSAL FORMS PART 1: COMPLIANCE FORMS	
Proposal Acknowledgements	12
Felony Conviction Disclosure	13
Resident/Nonresident Certification	14
Debarment Certification	14
Vendor Employment Certification	14
No Boycott Verification	15
No Excluded Nation or Foreign Terrorist Organization Certification	16
Historically Underutilized Business Certification	16
Acknowledgement of BuyBoard Technical Requirements	16
Construction-Related Goods and Services Affirmation	17
Deviation and Compliance	18
Vendor Consent for Name Brand Use	19
Confidential/Proprietary Information	20
EDGAR Vendor Certification	22
Compliance Forms Signature Page	26
PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS	
Vendor Business Name	27
Vendor Contact Information	28
Federal and State/Purchasing Cooperative Experience	28
Governmental References	29
Company Profile	29
Texas Regional Service Designation	30
State Service Designation	31
National Purchasing Cooperative Vendor Award Agreement	32
Local/Authorized Seller Listings	34
Manufacturer Dealer Designation	35

Proposal Invitation Questionnaire	36
Vendor Request to Self-Report BuyBoard Purchases	40

Proposal Specification Summary	41
Required Forms Checklist	42

General Terms and Conditions 43

Appendix I: BuyBoard Technical Requirements	70
Appendix II: Additional Terms and Conditions for BuyBoard Self-Reporting	73



P.O. Box 400, Austin, Texas 78767
800.888.3818 • info@buyboard.coop • buyboard.coop

INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. **Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at <https://buyboard.ionway.net/BrowserCompatibility.html>.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- **Review and follow all instructions on the webpage.**
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
 - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS** – Select the "Line Items" tab to locate the Proposal Specifications.
 - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.



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- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
 - i. **Manufacturers shall be listed in alphabetical order**
 - ii. **Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
 - If an error or multiple errors occur, the system will display the location of the error(s).
 - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
 - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD. Paper copies will NOT be accepted.*
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
 - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
 - a. **Manufacturers shall be listed in alphabetical order**
 - b. **Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759



P.O. Box 408, Austin, Texas 78767
500.885.3919 • info@buyboard.com • buyboard.com

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors **MUST** include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.



P.O. Box 480, Austin, Texas 78767
800.885.2812 • bid@buyboard.com • buyboard.com

GENERAL INFORMATION

Proposal Invitation No. 720-23 - HVAC Equipment, Supplies, and Installation

**Please make sure that you have reviewed and completed all sections of this Proposal Invitation.*

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**
7. **Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of HVAC Equipment, Supplies, and Installation of HVAC Equipment that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials, and equipment and a not-to-exceed hourly labor rate and/or a coefficient to be applied to the RSMeans unit price book for installation and repair services. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from December 1, 2023, through November 30, 2024, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is \$157,526,965; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

GENERAL INFORMATION CONST. 5.03.01.2021

Page 7 of 74



SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative Administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

MANUFACTURER AUTHORIZATION AND LICENSING

A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. See Addenda page 99 for Letters from Suppliers.

Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion. See Addenda page 103 for Licenses.

HOURS OF WORK (REPAIR AND INSTALLATION BASED ON COEFFICIENT TO BE APPLIED TO UNIT PRICE BOOK)

For installation and repair of HVAC equipment, the proposal specifications allow Vendors to propose either a not-to-exceed hourly labor rate or a coefficient to be applied to the RSMeans unit price book. To the extent a Vendor proposes based on a coefficient to be applied to the unit price book, Vendor must submit a coefficient for both Standard Hours and Non-Standard Hours.

Whether proposing hourly rates or a coefficient, Vendors are expected to pursue the contracted tasks during the hours of 7 a.m. to 5 p.m. Monday through Friday ("Standard Hours"). Hours other than Standard Hours shall be considered non-standard hours ("Non-Standard Hours"). Non-Standard Hour rates are permissible only where work during Non-Standard Hours is either specifically requested or approved in writing by the Cooperative member. If a vendor elects to perform services during Non-Standard Hours, at its own option for Vendor's own convenience when neither requested nor required by the Cooperative member, Vendor must perform such work at Standard Hours rates and satisfy the following requirements:

- Vendor submits a request to the Cooperative member in writing at least two working days in advance stating the specific times of the Non-Standard Hours during which the Vendor wishes to perform work;
- There is no additional cost to the Cooperative member;
- An authorized representative of the Cooperative member approves the request in advance in writing; and
- Vendor agrees to any special conditions imposed by the Cooperative member as set forth in the approval document.



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CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website. To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at <https://www.buyboard.com/Vendor/Resources.aspx>.

An awarded Vendor that sells construction-related goods or services to a Cooperative member under a Contract awarded pursuant to this Proposal Invitation must provide the Cooperative member with a copy of the Advisory before executing a Member Construction Contract (as defined in the General Terms and Conditions associated with this Proposal Invitation) or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first. By the Construction Related Goods and Services Affirmation form in the Proposal Forms, Proposer agrees that, if awarded a Contract, Proposer will comply with this and other Advisory requirements in connection with the sale of construction-related goods or services to Cooperative members under the Contract award.

GENERAL INFORMATION/TERMS: 0.03.01.2022

Page 9 of 74



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PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR)

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

GENERAL INFORMATION ONLY 11/03/11 00021

Page 10 of 74



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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name HVAC Equipment, Supplies, and Installation	Proposal Due Date/Opening Date and Time July 13, 2023, at 4:00 PM
Proposal Invitation Number 720-23	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2023, through November 30, 2024, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date October 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

TDIndustries, Inc.

Name of Proposing Company

July 13, 2023

Date

13850 Diplomat Drive

Street Address

DocuSigned by:

ES:20230413000000

Signature of Authorized Company Official

Dallas, TX, 75234

City, State, Zip

James Venegas

Printed Name of Authorized Company Official

972-888-9500

Telephone Number of Authorized Company Official

Senior Vice President

Position or Title of Authorized Company Official

972-888-9507

Fax Number of Authorized Company Official

26-0464612

Federal ID Number



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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

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

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed.

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

Initial:



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RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

Company Name _____		Address _____	
City _____	State _____	Zip Code _____	

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

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

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

☐ Yes ☐ No

N/A, principal place of business is in Texas

Initial:



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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (Tex. Gov't Code Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (Tex. Gov't Code Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (Tex. Gov't Code Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). Tex. Gov't Code §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. Tex. Gov't Code §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: 

Page 15 of 74

PROPOSAL FORMS (01/01/21) - 03/01/2023



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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (✓) all that apply)*

- ☐ I certify that my company has been certified as a HUB in the following categories:
- | | |
|---|--|
| ☐ Minority Owned Business | ☐ Women Owned Business |
| ☐ Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) | |

Certification Number: _____

Name of Certifying Agency: _____

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

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

TDIndustries is able to comply with the technical requirements of BuyBoard.

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: *W*



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

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

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: 

DEVIATION AND COMPLIANCE

[illegible]



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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. **DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.**

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: 



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Response to Question #2 in the Proposal Invitation Questionnaire is considered Confidential.

Information regarding TD projects, customers, reference contact information, scope and value are considered confidential and should not be subject to public disclosure. All pages considered confidential are clearly marked with the following disclosure restriction:

This page includes data that should not be disclosed outside of BuyBoard Cooperative and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal.

(Attach additional sheets if needed.)

Initial: 



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B. Copyright Information

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

Please check (✓) one of the following:



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



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

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

Copyright Information: _____

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

Initial: JV



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EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

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

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

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: W



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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial:



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 



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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: W



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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

TDIndustries, Inc.

Company Name

Signature of Authorized Company Official

James Venegas, Senior Vice President

Printed Name and Title

July 13, 2023

Date



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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

TDIndustries, Inc.

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 26-0464612

(Vendor must include a completed IRS W-9 form with their Proposal)

See Addenda page 88

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TDIndustries, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **NA**

Exemption from FATCA reporting code (if any) **NA**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

13850 Diplomat Drive

6 City, state, and ZIP code

Dallas, TX 75234

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

2 6 - 0 4 6 4 6 1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

DocuSigned by:

David Satterfield

Date ►

1/24/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

- Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 39,195,887.20. (The period of the 12-month period is 01/01/2022/ 12/31/2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
- Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y	2011 to present	Facilities Management
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	Y	2011 to present	HVAC Equipment, Installation, Service, Supplies, related items
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other <u>See Addenda</u>	Y	See Addenda	See Addenda

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 3% labor discount Proposed Discount (%): 3% labor discount

Explanation: _____



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Quantity/ Entity Name	Contact	Phone#	Email Address	Discount	Volume
1. TxDOT San Antonio,	Michael Galindo,	210.782.5513,	michael.galindo@txdot.gov,		\$310,000
2. City of Chandler,	Andrew Prueher,	480.415.9971,	andrew.prueher@chandleraz.gov,		\$250,000
3. Grapevine/Colleyville ISD,	Micke Caressimo,	817.401.3047,	michael.caressimo@gcisd.net,		\$200,000
4. Texas Facilities Commission,	Michael Henneke,	512.584.6532,	michael.henneke@tfc.texas.gov,		\$151,000
5. City of Glendale,	Todd Blair,	602.206.5215,	tblair@glendaleza.com,		\$83,000

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

TDINDUSTRIES COMPANY PROFILE

TDIndustries is an employee-owned corporation established in 1946 in a small warehouse in downtown Dallas, Texas. We are proud to be one of the largest mechanical contractors in the country. We deliver a comprehensive approach across the entire life-cycle of a facility from design-build engineering and construction to service and maintenance to on-site facilities management.

TD is currently ranked #8 on ENR's Top 50 mechanical firms list and #38 in the nation on ENR's largest specialty contractors list. With more than 3,000 employees at TD with specialized skills in the construction and service of HVAC and plumbing systems, we utilize our own workforce as our general source of labor.

COMPANY RESOURCES

Years in Business: **77 Years**
 # of Employees: **3,000+**
 # Service Fleet Vehicles: **577**
 Corporate HQ:
13850 Diplomat Drive
Dallas, TX 75234

TD SERVICE AND MAINTENANCE

TD full systems mechanical service and maintenance group provides expert electrical, HVAC, refrigeration, plumbing and controls technicians on call, 24 hours a day, 7 days per week.

800-864-7717



EXPERT OFFERINGS

- Mechanical Service
- HVAC/R Service
- Electrical Service
- Plumbing Service
- Automation and Controls
- Fire-Life Safety
- Indoor Air Quality
- Energy Solutions
- Planned Maintenance and Service
- Facilities Maintenance
- Mechanical Construction
- TD Call Center staffed with a live person
24 hours per day/7 days per week



THE TDINDUSTRIES WAY

LISTENING: Placing the emphasis upon listening effectively to your needs ensures a true understanding of expectations.

COLLABORATING: Delivering connected ideas resulting in fresh, value-added solutions while improving the speed of delivery.

INNOVATING: Empowering TD people to think collaboratively, critically, question relentlessly and act boldly.

TD OFFICE LOCATIONS



TEXAS

Abilene | Amarillo | Austin | Dallas
 Fort Worth | Houston | Lubbock
 Midland | Richardson | San Angelo
 San Antonio

ARIZONA

Phoenix | Tucson

COLORADO

Denver



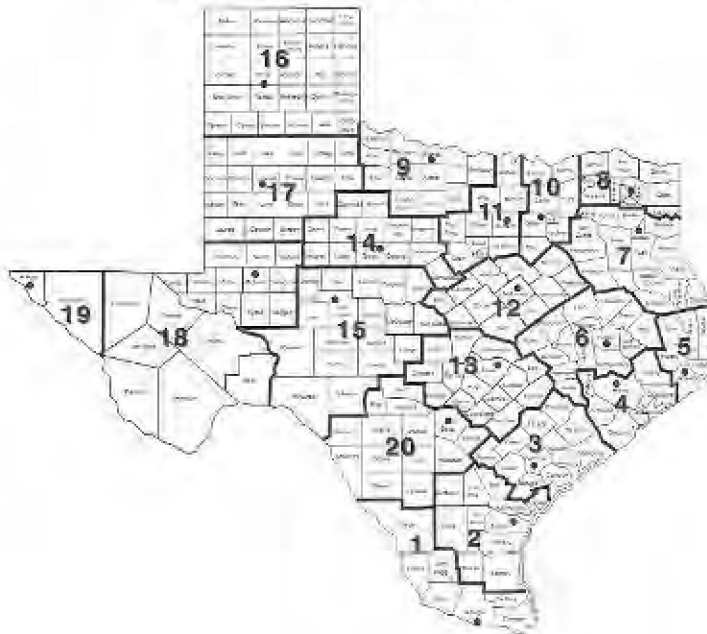
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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

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



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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri

Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

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

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

TDIndustries, Inc.

Name of Vendor

DocuSigned by:

Signature of Authorized Company Official

720-23

Proposal Invitation Number

James Venegas

Printed Name of Authorized Company Official

July 13, 2023

Date



LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
TDIndustries, Inc. - Corporate Headquarters	Mary Kobe, Vice President - Dallas Service	13550 Diplomat Drive, Dallas, TX 75234. Phone: 972-888-9507, Fax: 972-888-9507 Email: mary.kobe@tdindustries.com
TDIndustries, Inc. - Austin	Lauren Turner, Executive Vice President - Austin Service	13200 Center Lake Drive, Ste 200 Austin, TX 78753 Phone: 512-310-5050, Fax: 512-310-5069 Email: lauren.turner@tdindustries.com
TDIndustries, Inc. - Fort Worth	Jeff Sherman, Vice President - Fort Worth Service	2601 Northern Cross Blvd., Ste #201 Fort Worth, TX 76137 Phone: 817-306-6500, Fax: 817-306-6512 Email: jeff.sherman@tdindustries.com
TDIndustries, Inc. - Houston	James Venegas, Senior Vice President - Houston Service	9525 Derrington Rd., Houston, TX 77064. Phone: 713-996-3128, Fax: 713-996-2457 Email: james.venegas@tdindustries.com
TDIndustries, Inc. - Arizona	Clint Allen, Vice President - Arizona Service	1888 East Broadway, Tempe, AZ 85282 Phone: 480-449-7690, Fax: 480-939-0161 Email: clint.allen@tdindustries.com
TDIndustries, Inc. - San Antonio	Bret Smart Vice President - San Antonio Service	12700 O'Connor Road, San Antonio, TX 76233. Phone: 210-664-8075, Fax: 210-656-8095 Email: bret.smart@tdindustries.com
TDIndustries, Inc. - West Texas	Jeff Sherman, Vice President - West Texas Service	5806 Valencia, Lubbock, TX 79424 Phone: 806-712-1325 Email: jeff.sherman@tdindustries.com



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (*attach W-9)



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

TDIndustries began in 1946 as an HVAC equipment distributor known as Texas Distributors. TD transitioned from distribution to delivering high value mechanical HVAC, plumbing construction and service, changing its name to TDIndustries, Inc., providing engineering and construction to warranty and service maintenance agreements to full-time facility management services. TD is an employee-owned, Texas corporation, serving customers for 77 years in market segments that include education, government agencies, healthcare, stadiums, event and conference centers, hotels, office buildings, mission critical facilities, data centers, industrial and manufacturing complexes.

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

TD's direct experience with cooperatives and for Texas govt. entities are provided in the Addenda.

See page 80.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

With more than 2,700 employees and 15 offices, TD has the resources necessary to successfully perform the scope of work required by this contract. TD has 295 technicians in Texas and Arizona (258 in TX) that are dedicated to our service departments with the appropriate licenses and registrations. These technicians have the technical skills and knowledge to perform any HVAC installation, maintenance or service required. Customers can call TD's toll-free service line 24/7, 365 days a year and will reach a live dispatcher, located centrally in Dallas headquarters. A list of key personnel and contacts are listed in the Addenda.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

- Heating, Ventilation and Air Conditioning - Building Automation Systems and Controls - Energy Savings Solutions
- Facilities Maintenance & Management Operations - Fire/Life Safety Systems - Electrical
- Plumbing Services - Process and High Purity Piping - Mechanical Construction, Preconstruction & Engineering Services

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

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See Addenda page 85.



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8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

None

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

The Company [TD] is a party to a number of legal proceedings arising in the ordinary course of its business. In the opinion of management, the resolution of these proceedings will not have a material adverse effect on the financial position or results of operations of the Company.

Sheri L. Tillman, Corporate Counsel

Office 972.888.6844 | Cell 972.375.3603

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

See Addenda page 00.



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12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Bonding Agent:

Ward & Moore Insurance Services, 12700 Park Central Drive, Suite 1440, Dallas, TX 75251

Contact: Doug Moore, 214.221.8300

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

EMR Ratings for last three years:

See Addenda page 96 for OSHA logs.

2023 YTD-June: .61

2022: .60

2021: .58

OSHA Violations (Past Three Years)

2020 Citations

1. Violation- Serious-07/17/2020- 29 CFR 1910.212(a)(3)(ii): Point(s) of operation of machinery were not guarded to prevent employee(s) from having any part of the body in the danger zone(s) during operating cycle(s):

(a) On or about June 24, 2020 a Roper/Whitney sheet metal rolling machine was being operated without having its point of operation guarded exposing employees to a crushed-by hazard.

Abated: New policies and procedures for operation which do not allow guard removal.

Result - \$6,747 Fine

2022 Citations

1. Violation- Serious-07/21/2022

(a) On or about June 21, 2022, on a parking lot entrance road, where a subcontractor's employee was searching for a water leak inside an excavation without a protection system. TD was cited under multi-employer.

Abated: Protective system was installed, and the project is completed.

Result - \$5,128 Fine

2. Violation- Other-Than-Serious-07/21/2022

19261053 B04 Ladders

(b) On or about June 21, 2022, a subcontractor's employee was using a step ladder incorrectly to exit a ~5' excavation. TD was cited under multi-employer.

Abated: Ladder was removed from the excavation and the project was completed.

Result - \$5,538 Fine



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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: *This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases.* Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

Not Applicable

NAME OF VENDOR: _____

Signature of Vendor Authorized Representative _____

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies: Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Section I: HVAC Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **HVAC Equipment** (all types - rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, and other related items).
2. Discount (%) off catalog/pricelist for **HVAC Controls, Software, and Monitoring Systems** (all types).
3. Discount (%) off catalog/pricelist for **HVAC Air Handling Products** (all types - coils, fans, and other related items).
4. Discount (%) off catalog/pricelist for **HVAC Supplies** (all types).
5. Discount (%) off catalog/pricelist for **HVAC Filters** (all types).
6. Discount (%) off catalog/pricelist for **HVAC Indoor Air Quality Products** (all types).
7. Discount (%) off catalog/pricelist for **HVAC Repair Parts** (all types).
8. Discount (%) off catalog/pricelist for **HVAC Refrigerants** (all types).
9. Discount (%) off catalog/pricelist for **HVAC Refrigerant Recovery Equipment** (all types).
10. Discount (%) off catalog/pricelist for **UV Emitters/Lamps** (used to incorporate downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures and lamps must be manufactured for this purpose and safety interlocks/features shall be provided to limit hazard to operating staff).
11. Discount (%) off catalog/pricelist for **Insulation Products for HVAC Equipment**.
12. Discount (%) off catalog/pricelist for **HVAC Maintenance Agreements**.

Section II: Installation and Repair Service

13. **Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products**, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.
14. **Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products**, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.
15. **Hourly Labor Rate for Installation of HVAC Filter Change Out Service** (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.
16. **Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products** - RSMeans Cost Data from the Total INCL O&P column (most current edition).
17. **Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products** - RSMeans Cost Data from the Total INCL O&P column (most current edition).

Page 41 of 74

PROPOSAL FORMS/STMT, v.05/04/2023



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following.)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ Reviewed/Completed: **Proposal Acknowledgements**
- ☒ Reviewed/Completed: **Felony Conviction Disclosure**
- ☒ Reviewed/Completed: **Resident/Nonresident Certification**
- ☒ Reviewed/Completed: **Debarment Certification**
- ☒ Reviewed/Completed: **Vendor Employment Certification**
- ☒ Reviewed/Completed: **No Boycott Verification**
- ☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☒ Reviewed/Completed: **Deviation and Compliance**
- ☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☒ Reviewed/Completed: **Confidential/Proprietary Information**
- ☒ Reviewed/Completed: **EDGAR Vendor Certification**
- ☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: **Vendor Business Name**
- ☒ Reviewed/Completed: **Vendor Contact Information** (complete in electronic proposal submission system)
- ☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Reviewed/Completed: **Governmental References**
- ☒ Reviewed/Completed: **Company Profile**
- ☒ Reviewed/Completed: **Texas Regional Service Designation** (complete in electronic proposal submission system)
- ☒ Reviewed/Completed: **State Service Designation** (complete in electronic proposal submission system)
- ☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (Vendors serving outside Texas only)
- ☒ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☒ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (Optional)
- ☒ Reviewed/Completed: **Proposal Specifications** Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered, **Manufacturer Authorization Letter(s)**, and **License**.



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GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded by the Cooperative under this Proposal Invitation any related Cooperative member Purchase Order or construction contract as described in these Terms and Conditions.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"**Awarded Items**" has the meaning set for in section E.3 of the Terms and Conditions.

"**Awarded Pricing**" has the meaning set forth in section E.4 of the Terms and Conditions.

"**BuyBoard®**," "**the BuyBoard**," or "**BuyBoard website**" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"**BuyBoard Administrator**" or "**Cooperative Administrator**" means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"**Contract**" or "**BuyBoard Contract**" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

- (a) This Proposal Invitation;
- (b) Vendor's Proposal;
- (c) Notice of Award issued to Vendor by the Cooperative;
- (d) Purchase Order between a Cooperative member and Vendor; and
- (e) Member Construction Contract. (A Purchase Order and/or Member Construction Contract between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order and Member Construction Contract terms shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"**Cooperative**" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.



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"Cooperative member" or "member" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative Administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or "Products" (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Member Construction Contract" means any and all additional written terms, conditions, or instructions, related to construction or construction-related goods or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

- 1) Conditions and specifications required by the Cooperative member;
- 2) Drawings or project plans produced by the Cooperative member; and
- 3) Change orders or change directives.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or "Vendor" means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

4. Construction and Construction-Related Goods or Services

This Proposal Invitation may include construction or construction-related goods or services, such as the installation of equipment, limited site preparation work, or alterations to existing buildings or facilities, which collectively are referred to in these Terms and Conditions as "construction-related services." It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for construction-related services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.



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A Cooperative member procuring construction-related services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Construction Contract with additional terms that are specific to the Cooperative member's procurement or project. For example, a Cooperative member's architect and/or engineer (selected outside of a BuyBoard Contract) may prepare plans and technical specifications for tasks included in the construction-related services. Additionally, a Cooperative member may require compliance with legal requirements applicable to construction-related services, including certain bonding requirements and prevailing wage requirements. The Member Construction Contract terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).

Note: As specified in section B.10 (Certain Professional Services Excluded) of these Terms and Conditions, a Contract awarded under this Proposal Invitation does not include architecture, engineering or other services that must be procured in accordance with the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), and therefore a Member Construction Contract entered into with a Vendor pursuant to the BuyBoard Contract may not include such services. To the extent that an Awarded Item includes a construction component that requires architecture or engineering services, a Cooperative member must procure such services outside the BuyBoard Contract through a separate procurement process.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.



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NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- (a) A "cost plus" Proposal will not be accepted;
- (b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
- (c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- (d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.)

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.



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3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for Member Construction Contracts and ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

- (a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
- (b) Section B.12, Certifications;
- (c) Section D.2, Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements;
- (d) Section E.6.b, Payments;
- (e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
- (f) Section E.12, Service Fee;
- (g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
- (h) Section E.14, Sales Tax;
- (i) Section E.15, Use of BuyBoard Logo and Trade Name;
- (j) Section E.16, Indemnification;
- (k) Section E.17, Intellectual Property Infringement;
- (l) Section E.18, Remedies for Default and Termination of Contract;
- (m) Section E.19, Force Majeure;
- (n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

- (a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
- (b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.



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The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.



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9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order or Member Construction Contract thereunder has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

- 1) preserve all contracting information, as defined in Texas Government Code Section 552.003 ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order or Member Construction Contract thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order or Member Construction Contract thereunder);
- 2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and
- 3) on completion of the Contract (including any Purchase Order or Member Construction Contract thereunder), either:
 - (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract) that is in the custody or possession of Vendor; or
 - (B) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.



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10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

- 1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;



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- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

- 1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
- 7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract, Purchase Order, or Member Construction Contract and subsequently attempting to increase such proposed pricing citing market pricing;
- 8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
- 9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
- 10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;



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- 11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.



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If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- (a) Resident/Nonresident Certification;
- (b) Vendor Employment Certification;
- (c) Historically Underutilized Business Certification;
- (d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order and/or Member Construction Contract, as defined in section A.3 (Definitions) and further described in section A.4 (Construction and Construction-Related Goods and Services), for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members and Member Construction Contracts entered into pursuant to this Contract during the



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Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating Member Construction Contracts or other additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

- (a) Detailed product or service requirements for the specific Cooperative member purchase;
- (b) Product delivery times and requirements for the specific Cooperative member purchase;
- (c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
- (d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
- (e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
- (f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any Member Construction Contract or other ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any Member Construction Contract or ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any Member Construction Contract or ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any Member Construction Contract or ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any Member Construction Contract or ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.



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3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order and/or Member Construction Contract issued during the Contract term and afterwards with respect to any Purchase Order and/or Member Construction Contract or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders and/or Member Construction Contracts.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding, and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.



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3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order or Member Construction Contract, as applicable, at no cost or penalty to the member. If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
- (B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.



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2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated price lists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
- (B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendor's last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative Administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.



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5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or provided in the Purchase Order or Member Construction Contract, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice. Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.



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A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order and/or Member Construction Contract null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications, these Terms and Conditions, and/or any Member Construction Contract, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the foregoing, updated catalogs shall **not** be permitted to include any of the following:

- 1) Items that are outside the category or categories under which Vendor was awarded;
- 2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
- 3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
- 4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.



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9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are induced as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.



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Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and price lists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders and Member Construction Contracts prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.



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By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative Administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.



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(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.



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13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract, Purchase Order, or Member Construction Contract.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract, a Purchase Order, or a member Construction Contract, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract, Purchase Order, or Member Construction Contract, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim,



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the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- 1) Materially misleading or false statement(s) in Vendor's Proposal;
- 2) Delivery of product or services that fail to meet the item specifications;
- 3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
- 4) Delivery of a product substitution, except as specifically authorized by the Contract;
- 5) Failure to meet required delivery schedules;
- 6) Failure to timely supply Awarded Items at the Awarded Pricing;
- 7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
- 8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
- 9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
- 10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- 11) Selling non-awarded products or services under the Contract or any other BuyBoard contract;
- 12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure); or
- 13) Failing to provide a Cooperative member with a copy of the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members before executing a Member Construction with the member or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first.



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Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or Member Construction Contract or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.



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The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract, a Purchase Order, or Member Construction Contract caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.



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3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures

Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.



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12. Right of Setoff

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.



APPENDIX I

BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. Do not include: -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125
Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as Manufacturer Product Number if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50



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UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). This should <u>not</u> be a numeric value.	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. Do not provide: -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount. Cannot be left blank. DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Discount Percent OR Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max.	N/A
		Price per unit of product with BuyBoard discount applied. DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. Do not provide: -A link to the home page of your website	Text	1000
Vendor Thumbnail Image Url	Optional	A link to a catalog product thumbnail image (if available).	Text	1000



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Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted. To make a product unique, it must have one of the following:**

1- A unique Vendor Product Number

2- A unique Vendor Product Number + UOM combination

DESIRED RESULT:

Product A - 1234567 - EA (different vendor product numbers)

Product B - 1234568 - EA

-OR-

Product A - 1234567 - EA (same vendor product number, different UOM)

Product B - 1234567 - PK

WRONG:

Product A - 1234567 - EA

Product B - 1234567 - EA



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APPENDIX II

ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.
2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:
 - i. BuyBoard member name;
 - ii. Purchase Order amount;
 - iii. Purchase Order number;
 - iv. Date Purchase Order submitted to vendor;
 - v. Date purchase executed / completed / delivered;
 - vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
 - vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
 - viii. Final purchase amount total (as invoiced to BuyBoard member);
 - ix. Invoice Date.
3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.
4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.
5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.
6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.



10000 Hwy 400, Austin, Texas 78757
800.695.2919 • info@buyboard.com • buyboard.com

7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.
8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.
9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

ADDENDA

SUPPLEMENTAL TABLE OF CONTENTS

Other Federal / State Cooperative Experience	79
TD Project Experience with Texas Government Entities	80
Key Personnel Qualifications	81
Engineering Capabilities	83
Marketing Strategy	84
Financial Ability to Perform Contract	85
Contractor Score	86
Bonding Surety Letter	88
Sample Certificate of Insurance	88
Quality Assurance Plan	89
Scope of Plan	90
Organization	90
Project Communication	93
Procurement	94
Quality Observations and Reporting	94
Defect Prevention Process	95
Safety / OSHA 300A Logs	97
Letters from Suppliers/Manufacturers	99
Licenses	103

OTHER FEDERAL / STATE COOPERATIVE EXPERIENCE

TDIndustries maintains the following cooperative contracts:

PURCHASING GROUP	CURRENT VENDOR	DATE OF CONTRACT	COMMODITY DESCRIPTION
OMNIA PARTNERS	Y	2011 to present	Contract # R200403 HVAC Equipment, Installation, Service and Related Products
PACE	Y	2016 to present	Contract # P00163 Building Repair and Maintenance
EQUALIS GROUP	Y	2020 to present	Contract # R10-1102 HVAC, Facility Systems, Automation, Installation, Service and Related Products and Services
GSA	Y	Since 06-15-2011	Contract # GS-21F-0118X [811-02] Complete Facilities Maintenance Contract # GS-21F-0118X [811-003] Complete Facilities Management Contract # GS-21F-0118X [811-005] Refrigeration, Heating, Ventilation, Air Conditioning, Boiler and Chiller, HVAC Maintenance Contract # GS-21F-0118X [003-97] Ancillary Repair and Alterations
NCPA	Y	Since 04-11-2016 Since 11-14-2016 Since 04-02-2018	Contract # 02-92 HVAC Equipment, Installation, Service and Related Products Contract # 02-119 Facilities Maintenance Solutions and Related Products Contract # 02-54 Plumbing Equipment, Installation, Service and Related Products

PROJECT EXPERIENCE WITH TEXAS GOVT. ENTITIES

(Response to Proposal Invitation Questionnaire, question 2.)

Entity Name	Sale Amount
Crosby ISD	\$ 20,484.23
Dallas College	\$ 763,760.40
Duncanville ISD	\$ 3,244.82
Fort Bend ISD	\$ 183,786.98
Grapevine-Colleyville ISD	\$ 125,363.88
Harmony School Of Excellence (Houston)	\$ 181,885.00
IDEA Public Schools	\$ 5,058.62
Pleasanton ISD	\$ 2,780.00
Snyder ISD	\$ 35,761.62
Somerset Academies of Texas (Prev. Brooks Academies of Texas)	\$ 18,106.32
Southside ISD	\$ 36,609.00
Spring ISD	\$ 12,730.00
Texas Woman's University	\$ 189,924.80
University of North Texas	\$ 38,824.18

KEY PERSONNEL QUALIFICATIONS

(Response to Proposal Invitation Questionnaire, question 3.)

The following key personnel oversee the area TD Service teams throughout Texas and Arizona who provide the technical expertise and experience necessary for planned maintenance, service, repair, replacement and ongoing support. The team is committed to be fully engaged, accountable and to provide the outstanding customer service.



James Venegas, Senior Vice President, Houston Service

Experience: 24 years

Education: McCombs School of Business: Finance and Accounting

Email: james.venegas@tdindustries.com

Phone: 832.347.3764



Mary Kobe, Vice President, Service Sales

Experience: 12 years

Education: BA, Multidisciplinary Studies – University of Oklahoma

Email: mary.kobe@tdindustries.com

Phone: 214.435.5148



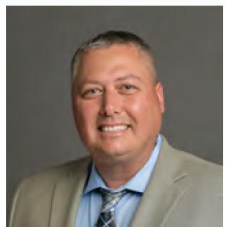
Jeff Sherman, Vice President, Fort Worth and West Texas Service

Experience: 29 years

Education: Wake Forest University, Babcock Graduate School of Management

Email: jeff.sherman@tdindustries.com

Phone: 817.683.5557



Clint Allen, Vice President, Arizona Service

Experience: 27 years

Education: Master Plumber with Medgas Endorsement

Email: clint.allen@tdindustries.com

Phone: 602.284.0571

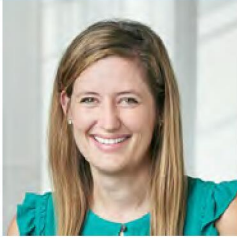


Bret Smart, Vice President, San Antonio Service

Experience: 16 years

Email: bret.smart@tdindustries.com

Phone: 210.646.8476



Lauren Turner, Executive Vice President, Austin Service and Construction, Dallas Service

Experience: 10 years

Education: Bachelor of Science in Mechanical Engineering - Texas A&M University, Master of Business Administration - University of Texas

Email: lauren.turner@tdindustries.com

Phone: 972.888.9224



Brian Lillard, Senior Vice President, Facilities Management

Experience: 30+ years

Education: Bachelor of Business Administration, Accounting - Baylor University

Email: brian.lillard@tdindustries.com

Phone: 972.888.9331

ENGINEERING CAPABILITIES

(Response to Proposal Invitation Questionnaire, question 4.)

TD's engineering team provides customers engineering services as they arise in the course of the contract. TD employs 25 professional engineers and 90 Virtual Design & Construction (VDC/BIM) designers. The in-house engineering team helps identify value-engineering options for cost-effective solutions and can balance concept with constructability. By self-performing the work, TD eliminates margin stacking due to multiple third parties, thereby lowering costs to the customer.

Skilled engineering experts focus on constructability during the design phase of projects, utilizing lessons learned from field experience. TD's senior level expertise is available for all projects.



VALUE-BASED ANALYSIS

With a better-defined scope and goal of the project, TD can offer a value-based analysis to find the best options for your building. Value-based analysis provides reliable pricing from our trusted team of partners and suppliers, which allows TD to deliver the experience we promise.

BENEFIT

Early involvement with one point of contact and constant communication builds trust, reducing change orders, rework and long lead times. By streamlining the internal communication between estimating, engineering, VDC and manufacturing, the result for customers is a timelier and more accurate budget for all stakeholders.

MARKETING STRATEGY

(Response to Proposal Invitation Questionnaire, question 6.)

TD is committed to maximizing the potential of its cooperative purchasing agreement with BuyBoard by implementing a comprehensive strategy to drive market share growth. We will employ various tactics such as strategic trade shows, targeted marketing campaigns and networking events to generate high-quality leads. Our primary objective is to highlight the cost savings opportunities available through BuyBoard membership.

To ensure the success of our endeavors, we will mobilize the full force of TD's marketing and sales teams to pursue valuable prospects and leads. By delivering outstanding project performance and leveraging positive references, we anticipate a significant increase in contract volume and the value of opportunities and leads throughout the contract period.

We recognize the importance of equipping our Service sales and operations teams with a deep understanding of the BuyBoard contract and the benefits it offers to our customers. Through initial training, we will enable our teams to identify potential cost savings for ongoing and prospective projects. We expect to launch targeted marketing campaigns aimed at government entities, enabling us to identify market opportunities, develop customer profiles, review contract terms and streamline the business process of securing projects using cooperative pricing.

Our approach to expanding customer business and discovering new opportunities will encompass a range of channels. This includes tailored campaigns for existing and current customers, participation in trade shows, involvement in charitable events, as well as attendance at seminars, conferences and exhibitions where government representatives are likely to be present. Throughout these efforts, TD will position BuyBoard as the optimal choice for high-performance purchasing of HVAC and facility service needs.

We understand that ongoing training is crucial for the success of our Service teams. Therefore, we will prioritize regular training sessions for our existing teams and onboarding and periodic training for new Service sales representatives. This will ensure a comprehensive understanding of the program rules and reward those who embrace the strategies and drive tangible results.

By implementing this multifaceted approach, TD is dedicated to fostering growth and maximizing the benefits of the cooperative purchasing agreement with BuyBoard for both our organization and our valued customers.

FINANCIAL ABILITY TO PERFORM CONTRACT

(Response to Proposal Invitation Questionnaire, question 7.)

In a world where risks and uncertainties abound, TDIndustries stands tall as a pillar of strength and stability and takes immense pride in being a reliable partner, dedicated to providing customers with unwavering confidence in our ability to perform a job with timeliness and excellence. With a proven track record of financial success, we possess the resources and support needed to tackle the largest and most demanding, complex projects to assure successful outcomes, on time and within budget. See Contractor Score following this section.

BANKRUPTCY STATEMENT

TDIndustries nor any of our past or present officers have been a debtor party to a bankruptcy, receivership or insolvency proceeding in the last seven years.

TDIndustries is an employee-owned company with more than 2,700 employee-owners.

CONTRACTOR SCORE



Certification

The Contractor Score is an empirical tool derived from the contractor's documented and verified information. It is based on objective calculations without subjectivity or bias. The main goal of Contractor Score is to provide a concise gauge whereby customers may evaluate the short-term liquidity and management capacity of the contractor relative to its own needs. It is not a bond nor guarantee of performance. The emphasis is on liquidity, working capital, leverage and profitability of the most recent fiscal year and fiscal quarter as it relates to the existing backlog. Available funds contributing to the liquidity may be internal or external.

TDIndustries, Inc.

13850 Diplomat Drive
Dallas, USA-Texas 75234

Has a Contractor Score of

2500

Effective Date as of Latest Financial Statements Submitted
June 30, 2022

0 – 350 Weak 350 – 650 Fair 650 – 1000 Good Over 1000 Excellent

Contractor Score GENERAL DISCLAIMER

This financial information has been prepared by CONTRACTOR SCORE for the purpose of providing interested parties with general information about the Company. The data included was derived from the books and records of the Company. Although such information is believed to present fairly the history and business of the Company, CONTRACTOR SCORE does not make any representation as to the completeness or accuracy of the contents of these financial metrics. CONTRACTOR SCORE, specifically, is only calculating data provided to CONTRACTOR SCORE by the Company. CONTRACTOR SCORE has, in no manner, attempted to verify the information provided to them.

Parties wishing to pursue business with the Company shall be responsible for the verification of any information upon which they may make any decisions.

The underlying financial information to Contractor Score is treated as confidential. The recipient shall use such information only for the purpose of evaluating conduction of business with the Company and not in any manner or for any purpose adverse to the interests of the Company. Contractor Score is in no way a guarantee of the company's future performance.

DCN 34446

BONDING SURETY LETTER



Ward & Moore Insurance Services
Performance Insurance Group

July 1, 2023

RE: TDIndustries, Inc. - Bonding Confirmation

To Whom It May Concern:

As the bonding agent for TDIndustries, Inc., we are pleased to present you with this letter of confirmation regarding the ongoing strength of TDIndustries' bonding relationship.

Bonds are provided to TDIndustries by the Zurich Surety Group, through its affiliated companies: Fidelity & Deposit Company of Maryland and Zurich American Insurance Company. The Zurich Surety Group and its affiliated companies maintain an AM Best Rating of A+ XV ("Superior"). On a combined basis, the Zurich Surety Group maintains a US Treasury listing in excess of \$838,000,000.

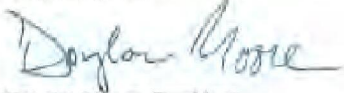
TDIndustries enjoys an extremely positive 30 year relationship with Zurich Surety. During this period of time TDIndustries has performed exceptionally well on all bonded projects.

The Zurich bonding facility comfortably supports TDIndustries on single projects up to the \$150,000,000 range, with a total backlog range of \$450,000,000. TDIndustries has on occasion exceeded these bonding parameters, and our agency has never failed to provide the surety credit required of their construction operations.

This letter is presented as a surety bond program confirmation. It is not a bid bond, nor is it an assumption of liability by any of the parties referenced herein. Should you award a contract to TDIndustries, then, based on contract documents satisfactory to both TDIndustries and the Surety, including but not limited to, reasonable terms and conditions as respects the completion date, penalties, bond forms and project financing, we are prepared to execute performance and payment bonds on their behalf - upon the request of TDIndustries, Inc.

TDIndustries, Inc. is an extremely well managed company, with an exceptional reputation, and we are pleased to highly recommend their quality construction services to your organization. Should you require additional information, please feel free to contact us at (214) 221-8300.

Very truly yours,



Douglas Moore, President
Ward & Moore Insurance Services
Attorney-in-fact: Fidelity & Deposit Company of Maryland
Zurich American Insurance Company

© 2008 (b)(6) (b)(7)(C) (b)(7)(D) 1-810-368-2250 FAX 1-810-368-2251 (b)(6) (b)(7)(C) (b)(7)(D) 1-810-221-8300 www.wardandmoore.com

SAMPLE CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2023

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 Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: dallas.certs@marsh.com CN101817864-TDI-GAWU-23-24		CONTACT NAME: Melissa Graves PHONE (A/C No. Ext.): 214-213-1494 E-MAIL: Melissa.Graves@marsh.com ADDRESS:		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Co INSURER B: National Fire & Marine Insurance Co INSURER C: New Hampshire Insurance Company INSURER D: Starr Indemnity & Liability Company INSURER E: INSURER F:		NAIC # 19445 20079 23841 38318
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COVERAGES **CERTIFICATE NUMBER:** HOU-003432099-53 **REVISION NUMBER:** 10

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.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability (XCU) GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	GL5180110	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	CA2961540	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION \$	X	X	42-XSF-307220-05 1000588248231 On-Site/Off-Site follows underlying	03/01/2023 03/01/2023	03/01/2024 03/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCD80756256 AZ, CO, DC, GA, LA, MD, NM, NV, OK, VA, WY, TX	03/01/2023	03/01/2024	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

TDIndustries, Inc.
13850 Diplomat Drive
Dallas, TX 75234

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

Marsh USA Inc.

ACORD 25 (2016/03)

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QUALITY ASSURANCE PLAN

(Response to Proposal Invitation Questionnaire, question 11.)

Overview

This Quality Assurance Plan represents a systematic procedure for execution and contract compliance with plans and specifications of work on all TDIndustries' projects. It implements defect preventions, quality measurement and recognition processes that will support the accomplishment of any project mission.

On any TDIndustries project, quality comes second only to safety. This plan maps out how that mission will be accomplished with clear communication between team members. This communication will be set from the onset of the project by identifying the expectations of each party and it will continue through the closeout of the project. This plan will also spell out the meeting process for the project as well as the inspection and documentation process of all parts of this project.

This plan is a living document that will mold itself to the project requirements and will also adjust to any changing of the project.

As an employee owned company, we are committed to fostering a spirit of pride that stimulates our creativity, powers our initiative, perfects our performance and strengthens our already strong sense of responsibility. While specific individuals have assigned tasks toward quality control on all projects, ultimately it is the responsibility of all TD employee-owners involved.

Scope of Plan

Overview

Meeting the requirements in providing our scope of work, we will be held accountable for the following:

- Furnish all labor and supervision required to perform the work.
- Provide and install all equipment, supplies, tools, scaffolding, hoisting, transportation, unloading and handling.
- Do all things required to complete the work in accordance with the drawings and specifications prepared by the Architect and Engineer.
- Furnish all necessary information, shop drawings, installation drawings, details, samples, brochures, etc. for Owner/Architect approval as may be required.

Objectives

The Quality Assurance Plan is designed to ensure our success in meeting the objectives as stated below:

- Plan all work in advance of installation through our Project Planning Process (PPP) to identify key customer objectives and eliminate re-work.
- Monitor adherence to the Project Planning Process (PPP) to ensure complete compliance with customer requirements prior to installation of the work.
- Review the work during and after installation to ensure complete compliance with customer requirements to eliminate all punch-list work.

Organization

Purpose

The organization of this Quality Assurance Plan will ensure that all parties involved know their role in maintaining the quality of the project. All team members will continue to focus on the following throughout the project:

- Clear expectations of quality are clearly identified and communicated.
- Continuous aggressive improvement in quality of work.
- Quality is second only to safety.
- Compliance with the plans and specifications.
- Teamwork within and among the participating organizations.

Scope

This portion of the Quality Assurance Plan will identify the roles of TDIndustries personnel as they relate to the execution of this plan.

Organization Hierarchy

- The President/CEO of TDIndustries shall be responsible for the direction and financial stability of the Company.
- The Vice President of TDIndustries shall be responsible for the general conduct of business for the Company.

- The Division Managers shall be responsible for providing personnel and equipment to meet contract obligations in the shop and field.
- The **Project Manager** shall be responsible for appointing lead personnel in the areas of operations and quality control. Collectively, these individuals shall be responsible for implementing and maintaining conformance with the Quality Assurance Plan for the project. **[COE? Core values of passionately pursuing excellence]**
- The Project Superintendent shall be responsible for the performance of all work on site to be installed safely and per the quality expectations set forth in this plan.
- The QA/QC Manager shall be responsible for the inspection of all systems installed and ensure that they are in conformance with this document. Additionally it is his/her responsibility to document the conformance to these standards and report any nonconformance to these standards directly to the Superintendent and/or Project Manager.
- In matters of a smaller project, the QA/QC Manager on site may be the Superintendent.
- An Organization Chart for this project will be supplied for your review.

Team Member Duties

Project Manager(s)

- Review and understand all contract documents.
- Lean Project Planning Session (PPS).
- Document and track all Submittals, RFI's and Change Requests.
- Ensure timely release of major equipment.
- Review design with field leadership.
- Administer all subcontracts.
- Coordinate all document distribution.
- Compile and turn over all close-out documentation.
- Assist with regularly scheduled quality walks.
- Administer quality control documents for records.
- Assist in punch list and punch list documentation.
- Coordinate weekly meeting and appropriate documentation.
- Utilize in-house engineering for technical review of project construction documents, shop drawings, specifications and submittals.

Superintendent(s)

- Oversee all activities on job site.
- Assure installation conformance on day-to-day basis.
- Assist in regularly scheduled quality walks.
- Lean Project Planning Session (PPS).
- Assist in weekly meetings.
- Coordinate all personnel and deliveries on site.
- Administer safety plan.

- Monitor and ensure schedule conformance.
- Compile daily reports to monitor site activity.
- Report all quality nonconformance.
- Ensure correction of quality issues or nonconformance reports.
- Ensure proper tools, calibrated equipment, and maintain all pertinent documentation.
- Ensure trained personnel including SOP and WI documents related to project requirements.
- Utilize in-house engineering for technical review of project construction documents, shop drawings, specifications and submittals.

Material Handling Coordinator and Superintendent

- Manage all purchasing agreements procured for this project.
- Ensure materials/equipment is ordered and/or delivered timely for the work schedule.
- Ensure compliance to approved submittals and specifications for all materials/equipment.
- Coordinate all deliveries to the site.
- Ensure materials/equipment is sequenced to the work location immediately prior to the start of work in that location.
- Manage and monitor the removal of all construction debris generated by our crews.
- Coordinate all work to be prefabricated off-site.
- Monitor and ensure schedule conformance.
- Maintain Major Equipment Status Report (rentals).
- Ensure vendor compliance with all jobsite requirements.

VDC Coordinator(s)

- Manage delivery of drawings per the Building Information Management (BIM) schedule.
- Ensure work indicated on the coordination drawings complies with plans, specifications, and approved submittals.
- Ensure coordination drawings are submitted in a timely manner.
- Work proactively to resolve coordination conflicts with other trade contractors.
- Provide creative solutions to coordination opportunities
- Utilize in-house engineering for technical review of project construction documents, shop drawings, specifications and submittals.

Safety Coordinator

- Administer Safety Policy.
- Ensure all safety postings are positioned in a common gathering area.
- Perform daily quality walks with documentation.
- Proactively demonstrate the Loss Prevention System.
- Report all safety nonconformance.
- Participate in weekly meetings.
- Participate in the creation of Job Safety Analysis on a daily basis for all crews.
- Have complete knowledge of Safety Expectations.

QA/QC Manager

- Administer Quality Assurance Plan.
- Perform Quality Walks with Documentation.
- Report all quality nonconformance.
- Coordinate inspections and third party testing requirements.
- Document all tests.
- Participate in project meetings.
- Inspect material and work on site per contract documents.
- Have complete knowledge of Contract Documents.
- Review products for spec compliance prior to installation.
- Create and maintain Deficiency Log (Procore) and document Corrective Actions taken.
- Track Punch List items and ensure resolution.

Project Communication

Purpose

The purpose of this procedure is to ensure that all aspects of this Quality Assurance Plan and the expectations and/or issues of all parties are communicated in a clear and professional manner.

Scope

This procedure will define how quality expectations and concerns are communicated throughout the project and amongst the team members. Additionally this section will define how the overall progress of the project will be communicated amongst the team.

Policy

Project communication will be accomplished through regular project meetings between team members. Each meeting will be conducted in order to keep all leadership team members fully informed about safety, quality, schedule and other important issues on the project.

The agenda for all meetings shall begin with Safety followed by Quality and then on to the schedule, coordination and other outstanding items.

Urgent quality issues will be addressed by the project QA/QC Manager as they arise, additionally these issues will be addressed in the project meetings.

Procedure

Regular coordination meetings with subcontractors and TDIndustries' team members will be held to discuss follow-up on previous issues such as safety issues, quality issues, current project schedule, RFI's, Submittals, changes and any other new business. This meeting will serve as the primary conduit for communication between TDIndustries and all subcontractors on the project.

Owner meetings will be held independently between TDIndustries, Owner representatives and any design team members. These meetings will serve as a forum to update the Owner on the project's progress, review outstanding items and address any new business.

Procurement

Purpose

The purpose of this procedure is to ensure that all materials, equipment, and subcontracted services are provided and installed in compliance with the contract documents.

Scope

This procedure will define how subcontractors and vendors are evaluated prior to selection. The intent is to create the best solution to eliminate potential failures in materials, equipment or services provided.

Policy

Equipment vendors will be evaluated primarily based on prior service and deliverability. Secondly, they will be evaluated on their ability to provide the specified equipment in compliance with the contract documents.

Subcontractors will be evaluated based on prior service and ability to meet the installation requirements of this project.

Materials vendors will be evaluated primarily based on prior service and deliverability. Secondly, they will be evaluated on their ability to provide the specified materials in compliance with the contract documents. Due to frequency of deliveries for commodity items, these vendors must prove compliance in advance with safety policies and approval.

Procedure

After selection of an equipment/materials vendor or subcontractor, submittals will be prepared and forwarded to TDIndustries for review and comparison by the Project Manager to confirm compliance with the requirements of the contract documents. Any clarifications or corrections required will be made prior to submission of the specific products to the Contractor.

A submittal log (through the appropriate means) will be monitored to ensure prompt and timely return/approval of submittals so delays in the work can be prevented.

The complete submittal packet as commented upon by the reviewing entity will be forwarded to the vendor/subcontractor for their review, action, and incorporation into the job files.

A copy of all approved submittals will be provided to the QA/QC Manager for use in ensuring compliance as materials/equipment arrives on site.

Quality Observations and Reporting

Purpose

To define the process for identifying, documenting, compiling and bringing closure to Nonconformance Reports (NCR's).

Scope

This procedure applies to all project team members, including their suppliers, subcontractors and the products and/or services they provide.

Policy

- Nonconformance reports will be completed by TDIndustries' QA/QC Manager at his/her discretion or at the direction of any other project team member. This process will be exercised on any items that are not in conformance with the contract documents, local codes, or Owner requirements.
- NCR's relating to material defects will be completed upon the receipt of any nonconforming material that is staged on site.
- NCR's relating to workmanship defects will be completed only upon the completion of the nonconforming task. Any defects identified by the project team during the installation of any task will be corrected with verbal and/or written communication between the parties.
- TDIndustries' QA/QC Manager along with TDIndustries' project team and the nonconforming parties will complete the corrective action section of the NCR.
- NCR's will be documented and distributed as needed to the appropriate parties.
- Upon correction of the issue, the nonconforming party is to notify TDIndustries QA/QC Manager for final inspection of the task/material. The QA/QC Manager will document the final acceptance of the resolved issue.
- NCR's will be tracked by TDIndustries' project manager to create documentation of lessons learned and for discussion in subsequent meetings.

Defect Prevention Process

Purpose

The purpose of this procedure is to describe the field construction inspection responsibilities and quality assurance along with the surveillance role that TDIndustries will provide throughout the construction of the project.

Scope

This plan will assign the responsibilities for field inspections of all work installed on this project, and will set the basis for execution of these activities within the standards set forth for the project. The Contract Documents, local codes and standards of the industry along with the expectations of the customer and the design team will be the basis for the acceptable standards on the project.

Policy

TDIndustries will use quality walks by the Project Superintendent, Project Manager, QA/QC Manager and/or designated personnel of the job to ensure the day-to-day quality of the project. Additionally the project team will use inspection/completion checklist to ensure that systems are installed properly. The major checklists used on a project are listed below (References) and may be supplemented dependent upon project requirements.

System Walk Down

QA/QC Manager and/or designated personnel will be responsible for a system review to ensure the system as a whole will perform as intended per the contract documents. Technical Support personnel will be invited to participate in the reviews as necessary.

Equipment Installation

QA/QC Manager, Superintendent, and/or designated personnel will be responsible for an equipment review prior to the installation of any equipment to ensure the installation requirements as determined by the manufacturer are clearly understood.

Responsibility

- TDIndustries' QA/QC Manager will be ultimately responsible for the administration and execution of these checklists and inspections. All reports completed will be distributed to the Project Manager, Superintendent and the applicable Subcontractor. These reports will also be included in the closeout documents for the project as required.
- All testing, inspection and certifications required by the contract documents will also be maintained by the QA/QC Manager. Additionally the QA/QC Manager will work with any required third party testing agencies to ensure the quality standards are met for the project. The QA/QC Manager will also be responsible for coordination and conformance to all required city inspections.

References

- Contract Documents, including plans and specifications.
- Any codes referenced within local building codes.
- Approved shop drawings.
- Approved equipment and material submittals.

General

- All project Quality Assurance/Quality Control activities are to be performed in accordance with this established Quality Assurance Plan for the project.
- Code required Special Testing requirements shall be performed as specified in the applicable contract documents.
- Regular meetings will be held and all quality issues will be addressed with the project team.
- The ultimate goal of any Quality Plan is to try and eliminate deficiencies before they arise through planning and communication, and at a minimum, keep them from reoccurring.

SAFETY

(Response to Proposal Invitation Questionnaire, question 13.)

TD's focus on safety is industry-leading in both results as well as innovation, specifically around the TD safety app. The system offers robust reporting and safety metrics. The alerts and observations include employee feedback of their own severity-level rating on the condition or behavior observed.

TD'S SAFETY STATISTICS

YEAR	INCIDENT RATE (TRIR)	EMR	TOTAL HOURS WORKED
2023 (as of June)	0.39	.61	2,593,618
2022	1.1	.60	6,705,550
2021	0.92	.58	5,746,235

OSHA 300A LOGS FOR PREVIOUS THREE YEARS

OSHA 300A FORM – 2022

DocuSign Envelope ID: D1D46E77-6D2B-40CE-A220-6BC031A1B551
Form 300A (Rev. 01/2004)

Year: 2022



Overall Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OSHA 300-113-01/16

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.36. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	2 (H)	20 (I)	13 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
48 (K)	1,558 (L)

Injury and Illness Types

Total Number of ... (M)			
(1) Injuries	35	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing Loss Cases	0
(3) Respiratory Conditions	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send completed forms to this office.

Establishment Information

Your Establishment Name TDIndustries Inc.:

Street 13850 Diplomat Drive
City Dallas State TEXAS ZIP 75234

Industry description (e.g., Manufacture of motor truck trailers)

Mechanical Contractor, Service and Facilities

Standard Industrial Classification (SIC), if known (e.g., 3711)

1711

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

238220

Employment Information

(If you don't have these figures, see the

Worksheet on the back of this page to estimate.)

Annual average number of employees 2631

Total hours worked by all employees last year 6,705,550

Sign Here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my

knowledge, the entries are true, accurate, and complete.

Jane L. Valdes VP, Safety

Company Executive

972-888-9500

()

Phone

Title

1/10/2023

/ /

Date

OSHA 300A FORM – 2021

DocuSign Envelope ID: 07D0A33B-2B77-4EAD-8FB1-110B722ED92C
Form 300A (Rev. 01/2004)

Year: 2021



U.S. Department of Labor
Occupational Safety and Health Administration

Overall Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 100A must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, enter "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	15	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
273	1,470
(K)	(L)

Injury and Illness Types

Total Number of ... (M)			
(1) Injuries	27	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing Loss Cases	0
(3) Respiratory Conditions	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send completed forms to this office.

Establishment Information

Your Establishment Name TDIndustries Inc.

Street 13850 Diplomat Drive
City Dallas State TEXAS ZIP 75134

Industry description (e.g., *Manufacture of motor truck trailers*)
Mechanical Contractor, Service and Facilities

Standard Industrial Classification (SIC), if known (e.g., 3713)

1711

OR

North American Industrial Classification (NAICS), if known (e.g., 336312)

338220

Employment Information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 2539

Total hours worked by all employees last year 5,854,567

Sign Here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Jane Dabbs VP, Safety, Health & Environmental

Company Executive

Title

() (972) 888-9500

1/25/2022

Phone

Date

OSHA 300A FORM – 2020

DocuSign Envelope ID: 462D8112-CD19-4F3A-9B19-A9A5C4D18B48
Form 300A (Rev. 01/2004)

Year: 2020



U.S. Department of Labor
Occupational Safety and Health Administration

Overall Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 100A must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, enter "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	25	10
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
97	1,939
(K)	(L)

Injury and Illness Types

Total Number of ... (M)			
(1) Injuries	38	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing Loss Cases	0
(3) Respiratory Conditions	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send completed forms to this office.

Establishment Information

Your Establishment Name TDIndustries Inc.

Street 13850 Diplomat Drive
City Dallas State TEXAS ZIP 75134

Industry description (e.g., *Manufacture of motor truck trailers*)
Mechanical Contractor, Service and Facilities

Standard Industrial Classification (SIC), if known (e.g., 3713)

1711

OR

North American Industrial Classification (NAICS), if known (e.g., 336312)

338220

Employment Information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 2620

Total hours worked by all employees last year 5,750,180

Sign Here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Steve Cunningham CPO

Company Executive

Title

() 972-888-9500

1/26/2021

Phone

Date

LETTERS FROM SUPPLIERS/MANUFACTURERS

(Response to Bid Form section, Manufacturer Authorization and Licensing, page 11 of this proposal.)



GOES HEATING SYSTEMS

434 Garden Oaks Blvd
Houston, TX 77018
Tel: (713) 699-5344
Fax: (713) 699-0915

Tuesday, July 11, 2023

GOES Heating Systems
Sam Williams
434 Garden Oaks
Houston, TX 77018

RE: Letter of Supply

Dear Kendall Farris,

This Letter of Supply is in reference to the offer that TDIndustries submitted in response to the Buy Board Solicitation No. 720-23 HVAC Equipment, Supplies, and Installation of HVAC Equipment.

In the event that TDIndustries is awarded a contract under the aforementioned solicitation number, GOES Heating Systems can guarantee an uninterrupted source of supply, with sufficient quantities of product, for the duration of the base contract period (or option period).

The products included in this letter of supply include HVAC equipment manufactured by:

(RBI, Viessmann, PVI, ATH, Precision, Superior Boiler, Industrial Steam)

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,

Sam Williams
Office Operations Manager
GOES Heating Systems
HUB, W/DBE, SBE Certified
T: 713.699.5344
F: 713.699.0915

HUB CERTIFIED

434 Garden Oaks Blvd, Houston, TX 77018
Phone: 713.699.5344 Toll Free: 866.699.5344 Fax: 713.699.0915

ROESSLER EQUIPMENT COMPANY, INC.

5805 Schumacher Lane
Houston, TX 77057

Roessler Equipment Company

Paul Lenig

5805 Schumacher Ln, Houston, TX 77057

RE: Letter of Supply

Dear Kendall Farris,

This Letter of Supply is in reference to the offer that TDIndustries submitted in response to the Buy Board Solicitation No. 720-23 HVAC Equipment, Supplies, and Installation of HVAC Equipment.

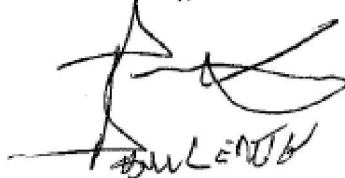
In the event that TDIndustries is awarded a contract under the aforementioned solicitation number, (Roessler Equipment Company) will supply, with sufficient quantities of product, for the duration of the base contract period (or option period).

The products included in this letter of supply include HVAC equipment manufactured by:

- ABB Variable Frequency Drives (VFDs)
- Baldor Motors
- TECO Westinghouse Motors

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,





Texas AirSystems
Elliott Sutter, PE, LEED® AP
9021 S. Sam Houston Pkwy W., Suite 100
Houston, TX 77489

RE: Letter of Supply

Dear Kendall Farris,

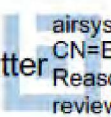
This Letter of Supply is in reference to the offer that TD Industries submitted in response to the Buy Board Solicitation No. 720-23 HVAC Equipment, Supplies, and Installation of HVAC Equipment.

In the event that TD Industries is awarded a contract under the aforementioned solicitation number, Texas AirSystems can provide source of supply, with available quantities of product, for the duration of the base contract period (or option period).

The products included in this letter of supply include HVAC equipment included in attachment:

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,

Elliott Sutter  airsystems.com,
CN=Elliott Sutter
Reason: I have
reviewed this

Elliott Sutter, PE, LEED® AP
Account Executive



9021 S. Sam Houston Pkwy W., Suite 100 | Houston, TX 77489
Cell: 713.494.1100 | Office: 832.342.7000

TexasAirSystems.com

9021 S. Sam Houston Pkwy W., STE 100, Missouri City, TX 77489 ■ Main: 832.342.7000 ■ Fax: 281-980-2881



JOHNSON SUPPLY

OUR SUPPORT-YOUR SUCCESS HVAC DISTRIBUTORS SINCE 1953

10151 Stella Link Road
Houston, Texas 77025 (713) 830-2374

July 1, 2023

RE: Letter of Supply

Dear TD Industries,

This Letter of Supply is in reference to the offer that TD Industries submitted in response to the Buy Board Solicitation/Contract No. 720-23 HVAC Equipment, Supplies, And Installation of Equipment.

In the event that (TD Industries) is awarded a contract under the aforementioned solicitation number, Johnson Supply can guarantee (with appropriate lead times and forecasting provided by (TD Industries) an uninterrupted source of supply, with sufficient quantities of product, for the duration of the base contract period (or option period) in Texas and/or Arizona. We further agree that (TD Industries) is authorized to sell, service and maintain any equipment required by the aforementioned solicitation that is provided by Johnson Supply.

The products included in this letter of supply include HVAC equipment manufactured by:

(ALLIED Commercial, ARMSTRONG & DUCANE Residential splits systems, FRIEDRICH, SAMSUNG, BOHN, HEATCRAFT, TECUMSEH, MAGIC PAK, FLORIDA HEAT PUMP, MAGICAIRE, REZNOR)

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,

Chuck York

Director of Product Mgmt & Sales Ops

www.johnsonsupply.com

LICENSES

(Response to Bid Form section, Manufacturer Authorization and Licensing, page 11 of this proposal.)

TD holds many licenses for work it performs. Below are copies of TD-owned licenses for HVAC, plumbing and electrical, followed by a list of other applicable licenses by geographical location held by TD employees. Copies of individual licenses will be provided upon request.

TD INDUSTRIES HVAC LICENSE



TEXAS DEPARTMENT OF LICENSING & REGULATION

Texas Department of Licensing and Regulation

Result Listing

Name and Location	Other Information
GULLION, DANIEL C DANIEL C GULLION County: TARRANT No DBA found	Air Conditioning/Refrigeration Contractor License #: TACLA00033969C Expiration Date: 11/01/2023 Type: AC License Status: Active No Public Contracting

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[Texas Homeland Security](#) | [Texas Transparency](#) | [Texas Veterans Portal](#) | [Contact TDLR](#)

TD INDUSTRIES ELECTRICAL LICENSE



TEXAS DEPARTMENT OF LICENSING & REGULATION

Texas Department of Licensing and Regulation

Result Listing

Name and Location	Other Information
TD INDUSTRIES, INC 2601 NORTHERN CROSS BLVD SUITE 201 FORT WORTH TX 76137 County: TARRANT No DBA found	Electrical Contractor License #: 17889 Expiration Date: 07/28/2023 Type: EC License Status: Active Phone: (817) 306-6500 Master: ROGERS, STEPHEN LEE License#: 398356 Expiration: 4/24/2023

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[Compact with Texans](#) | [Report Suspected Fraud, Waste, or Abuse](#) | [Texas.gov](#) | [Statewide Search](#)
[Texas Homeland Security](#) | [Texas Transparency](#) | [Texas Veterans Portal](#) | [Contact TDLR](#)

TDINDUSTRIES PLUMBING LICENSE



Texas Behavioral Health Executive Council
 Texas Board of Professional Geoscientists
 Texas Funeral Service Commission
 Texas Optometry Board
 Texas State Board of Dental Examiners
 Texas State Board of Pharmacy
 Texas State Board of Plumbing Examiners

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License / Registration Details

Press "Previous Record" to display the previous license.

Press "Next Record" to display the next license.

Press "Search Results" to return to the Search Results list.

Press "New Search Criteria" to do another search of this type.

Press "New Search" to start a new search.

License Number: 36450
Current Date: 02/07/2023 04:46 PM

Name:	BARR, GARY F		
License Type:	Master Plumber		
License Status:	Current		
Expiry Date:	09/30/2023		
Effective Rank Date:	01/29/2003		
Certification of Insurance:	Yes		
Insurance Expiry Date:	03/01/2024		
Company Name:	TDINDUSTRIES INC		
Endorsement:	Master Med Gas	Effective: 10/07/2013	Expires:
	Responsible Master Plumber	Effective: 04/27/2015	Expires:
	Master WSPS	Effective: 07/29/2018	Expires:
Fingerprint Status:	Fingerprint Obligation Met	Effective: 03/18/2021	Expires:

Addresses

Address On File	Address:	GRAPEVINE, TX TARRANT 76051 US
	Phone Number:	(972) 670-0951

Disciplinary Actions

There are NO disciplinary actions against the license.

Date of Action:	Action(s):	Action Start Date	Action End Date
-----------------	------------	-------------------	-----------------

CE History

* Manually entered data may cause variations in "Completed On" date.

Credit	Provider	* Completed On
2023 - Regular CE Credit	WINN'S CAREER EDUCATION, INC.	08/06/2022
2022 - Regular CE Credit	WINN'S CAREER EDUCATION, INC.	08/14/2021
2021 - Regular CE Credit	WINN'S CAREER EDUCATION, INC.	08/15/2020
2020 - Regular CE Credit	WINN'S CAREER EDUCATION, INC.	08/17/2019
2019 - MG CE Credit	WINN'S CAREER EDUCATION, INC.	08/17/2018
2019 - Regular CE Credit	WINN'S CAREER EDUCATION, INC.	08/18/2018

Training Classes

Class	Provider	Completed On
06 - 24 hr Water Supply Protection Specialist	EP22 - A-ACES	05/06/2018

[Next Record](#)
[Search Results](#)
[New Search Criteria](#)
[New Search](#)
[Print](#)

LICENSES BY LOCATION / LICENSE HOLDER

LOCATION	LICENSE #	LICENSE HOLDER
Abilene	EC-17889	Stephen Rogers
	M-40179	Luke Perry
	TACLA31729C	Rick Daaboul
Amarillo	EC-17889	Stephen Rogers
	M-40179	Luke Perry
	TACLA36138C	Todd Setford
Austin	EC-26107	Juan Saucedo
	M-39187	Todd Ferguson
	TACLA26959C	Laura Gautreau
Dallas	ACR-3105	TD Owned
	EC-17889	Stephen Rogers
	ECR-1944	TD Owned
	M-36450	Gary Barr
	SCR-G-1065	TD Owned
	TACLA00033969C	Daniel Gullion
Denver	17500	TD Owned
	237339	TD Owned
	237340	TD Owned
	MP-03000472	Charles Gilbert
	PC-2056	TD Owned
East Texas (Corsicana, Greenville, Longview, Sulphur Springs, Tyler)		
	ACR-3105	TD Owned
	EC-17889	Stephen Rogers
	ECR-1944	TD Owned
	M-36450	Gary Barr
	SCR-G-1065	TD Owned
	TACLA00033969C	Daniel Gullion
Fort Worth	EC-17889	Stephen Rogers
	M-40179	Luke Perry
	TACLA31729C	Rick Daaboul
Houston	EC-17889	Stephen Rogers
	M-35508	Alvin Schneider
	TACLA26885C	Richard Fanning
Lubbock	EC-17889	Stephen Rogers
	M-40179	Luke Perry
	TACLA112770C	Jeff Sherman
Midland	EC-17889	Stephen Rogers
	M-40179	Luke Perry
	TACLA36138C	Todd Setford

LOCATION	LICENSE #	LICENSE HOLDER
New Mexico	MM98	TD Owned
Phoenix	ROC246533-C-39	TD Owned
	ROC246535-C-37	TD Owned
	ROC264254-C-74	TD Owned
	ROC323889-CR-11	TD Owned
Richardson	EC-17889	Stephen Rogers
	M-36450	Gary Barr
	TACLA26339C	Dennis Grissom
San Angelo	EC-17889	Stephen Rogers
	M-19925	David Hollowell
	TACLA36138C	Todd Setford
San Antonio	EC-26107	Juan Saucedo
	M-42395	Louis Menard
	TACLA00058529C	Billy Sides
Tucson	ROC246533-C-39	TD Owned
	ROC246535-C-37	TD Owned
	ROC264254-C-74	TD Owned
	ROC323889-CR-11	TD Owned

TDIndustries, Inc Information

Contact: Kendall Farris
Address: 9525 Derrington Road
Houston, TX 77064
Phone: (713) 939-1986
Fax: (713) 939-0161
Toll Free: (800) 238-2727
Email: kendall.farris@tdindustries.com
Web Address: www.tdindustries.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kendall Farris

Signature

kendall.farris@tdindustries.com

Email

Submitted at 7/13/2023 09:17:07 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 720-23, HVAC Equipment, Supplies, and Installation

BuyBoard Cooperative Proposal
720-23 07.13.2023.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

TDIndustries Catalog Discount List
and Pricing.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

TDIndustries Company Profile for
BuyBoard.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Manufacturer Authorization Letter(s)

TDIndustries Manufacturer Letters
for BuyBoard Cooperative
Proposal 720-23.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3; shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

License for HVAC Installation/Repair Services

TDIndustries Licenses for
BuyBoard Cooperative Proposal
720-23.pdf

Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W-9 TDIndustries (Jan2023).pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Attributes

1	Federal Identification Number Federal Identification Number 26-0464612
2	HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
3	No Israel Boycott Certification A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

5 MWBE/HUB Status Certification

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

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business***7 Women Owned Business**

Women Owned Business

☐ *Women Owned Business***8 Service-Disabled Veteran Owned Business**

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

☐ *Service-Disabled Veteran Owned Business***9 Certification Number**

Certification Number

10 Name of Certifying Agency

Certifying Agency

11 Non-MWBE/HUB

My company has NOT been certified as a MWBE/HUB

☒ Non-HUB**12 Vendor General Contact Information**

Proposal/Contract General Contact Information

1 3	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Kendall Farris
1 4	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address kendall.farris@tdindustries.com
1 5	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 13850 Diplomat Drive
1 6	Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City Dallas
1 7	Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) TX
1 8	Vendor Proposal/Contract Mailing Address - Zip Code Vendor Proposal/Contract Mailing Address - Zip Code 75234
1 9	Vendor Proposal/Contract Phone Number Vendor Proposal/Contract Phone Number (xxx-xxx-xxxx) 713-459-7416
2 0	Vendor Proposal/Contract Extension Number Vendor Proposal/Contract Extension Number No response
2 1	Company Website Company Website (www.XXXXXX.com) tdindustries.com
2 2	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: • I will use the internet to receive Purchase Orders at the following address Yes

2 3	Purchase Order E-mail Address Purchase Order E-mail Address kendall.farris@tdindustries.com
2 4	Purchase Order Contact Name Purchase Order Contact Name Kendall Farris
2 5	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 713-459-7416
2 6	Purchase Order Contact Extension Number Purchase Order Contact Extension Number N/A
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address N/A
2 8	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name N/A
2 9	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) N/A
3 0	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number N/A
3 1	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
3 2	Request for Quotes (RFQ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

3 3	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address kendall.farris@tdindustries.com
3 4	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name Kendall Farris
3 5	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 713-459-7416
3 6	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
3 7	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address No response
3 8	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name No response
3 9	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) No response
4 0	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
4 1	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.

4 2	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
4 3	Invoice Company Name Invoice Company Name TDIndustries, Inc.
4 4	Invoice Company Department Name Invoice Company Department Name Accounts Payable
4 5	Invoice Contact Name Invoice Contact Name Kendall Farris
4 6	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 13850 Diplomat Drive
4 7	Invoice Mailing Address - City Invoice Mailing Address - City Dallas
4 8	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX
4 9	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 75234
5 0	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 713-459-7416

5 1	Invoice Contact Extension Number Invoice Contact Extension Number No response
5 2	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
5 3	Invoice Contact E-mail Address Invoice Contact E-mail kendall.farris@tdindustries.com
5 4	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address No response
5 5	Billing Agent Company Name Billing Agent Company Name No response
5 6	Billing Agent Department Name Billing Agent Department Name No response
5 7	Billing Agent Contact Name Billing Agent Contact Name No response
5 8	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
5 9	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response
6 0	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
6 1	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
6 2	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response

63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
64	Billing Agent Fax Number Billing Agent Fax Number No response
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Company Truck
68	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> Net 60
69	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number No response
70	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. No response
71	Electronic Payments Are electronic payments acceptable to your company? Yes
72	Credit Card Payments Are credit card payments acceptable to your company? Yes

7
3**Texas Regional Service Designation****Texas Regional Service Designation - Refer to Form in Proposal Invitation**

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

7
4**Company Name**

Company Name

TDIndustries, Inc.

7
5**Texas Regional Service Designation**

Select only one of the following options. If you select "**I will NOT serve all Regions of Texas**", you must then check the individual Regions you wish to serve.

☐ I will serve all Regions of Texas7
6**Region 1**

Region 1 - Edinburg

☐ Region 17
7**Region 2**

Region 2 - Corpus Christi

☐ Region 27
8**Region 3**

Region 3 - Victoria

☐ Region 37
9**Region 4**

Region 4 - Houston

☐ Region 48
0**Region 5**

Region 5 - Beaumont

☐ Region 58
1**Region 6**

Region 6 - Huntsville

☐ Region 68
2**Region 7**

Region 7 - Kilgore

☐ Region 7

83	Region 8 Region 8 - Mount Pleasant ☐ <i>Region 8</i>
84	Region 9 Region 9 - Wichita Falls ☐ <i>Region 9</i>
85	Region 10 Region 10 - Richardson ☐ <i>Region 10</i>
86	Region 11 Region 11 - Fort Worth ☐ <i>Region 11</i>
87	Region 12 Region 12 - Waco ☐ <i>Region 12</i>
88	Region 13 Region 13 - Austin ☐ <i>Region 13</i>
89	Region 14 Region 14 - Abilene ☐ <i>Region 14</i>
90	Region 15 Region 15 - San Angelo ☐ <i>Region 15</i>
91	Region 16 Region 16 - Amarillo ☐ <i>Region 16</i>
92	Region 17 Region 17 - Lubbock ☐ <i>Region 17</i>
93	Region 18 Region 18 - Midland ☐ <i>Region 18</i>
94	Region 19 Region 19 - El Paso ☐ <i>Region 19</i>

9 5	Region 20 Region 20 - San Antonio ☐ <i>Region 20</i>
9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	Company Name Company Name TDIndustries, Inc.
9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will not serve all states in the United States
9 9	Alabama Alabama ☐ <i>Alabama</i>
1 0 0	Alaska Alaska ☐ <i>Alaska</i>
1 0 1	Arizona Arizona ☒ <i>Arizona</i>
1 0 2	Arkansas Arkansas ☐ <i>Arkansas</i>
1 0 3	California California (Public Contract Code 20118 & 20652) ☐ <i>California</i>

104	Colorado Colorado ☐ <i>Colorado</i>
105	Connecticut Connecticut ☐ <i>Connecticut</i>
106	Delaware Delaware ☐ <i>Delaware</i>
107	District of Columbia District of Columbia ☐ <i>District of Columbia</i>
108	Florida Florida ☐ <i>Florida</i>
109	Georgia Georgia ☐ <i>Georgia</i>
110	Hawaii Hawaii ☐ <i>Hawaii</i>
111	Idaho Idaho ☐ <i>Idaho</i>
112	Illinois Illinois ☐ <i>Illinois</i>
113	Indiana Indiana ☐ <i>Indiana</i>
114	Iowa Iowa ☐ <i>Iowa</i>
115	Kansas Kansas ☐ <i>Kansas</i>

1 1 6	Kentucky Kentucky ☐ <i>Kentucky</i>
1 1 7	Louisiana Louisiana ☐ <i>Louisiana</i>
1 1 8	Maine Maine ☐ <i>Maine</i>
1 1 9	Maryland Maryland ☐ <i>Maryland</i>
1 2 0	Massachusetts Massachusetts ☐ <i>Massachusetts</i>
1 2 1	Michigan Michigan ☐ <i>Michigan</i>
1 2 2	Minnesota Minnesota ☐ <i>Minnesota</i>
1 2 3	Mississippi Mississippi ☐ <i>Mississippi</i>
1 2 4	Missouri Missouri ☐ <i>Missouri</i>
1 2 5	Montana Montana ☐ <i>Montana</i>
1 2 6	Nebraska Nebraska ☐ <i>Nebraska</i>
1 2 7	Nevada Nevada ☐ <i>Nevada</i>

1 2 8	New Hampshire New Hampshire ☐ <i>New Hampshire</i>
1 2 9	New Jersey New Jersey ☐ <i>New Jersey</i>
1 3 0	New Mexico New Mexico ☐ <i>New Mexico</i>
1 3 1	New York New York ☐ <i>New York</i>
1 3 2	North Carolina North Carolina ☐ <i>North Carolina</i>
1 3 3	North Dakota North Dakota ☐ <i>North Dakota</i>
1 3 4	Ohio Ohio ☐ <i>Ohio</i>
1 3 5	Oklahoma Oklahoma ☐ <i>Oklahoma</i>
1 3 6	Oregon Oregon ☐ <i>Oregon</i>
1 3 7	Pennsylvania Pennsylvania ☐ <i>Pennsylvania</i>
1 3 8	Rhode Island Rhode Island ☐ <i>Rhode Island</i>
1 3 9	South Carolina South Carolina ☐ <i>South Carolina</i>

1 4 0	South Dakota South Dakota ☐ <i>South Dakota</i>
1 4 1	Tennessee Tennessee ☐ <i>Tennessee</i>
1 4 2	Texas Texas ☒ Texas
1 4 3	Utah Utah ☐ <i>Utah</i>
1 4 4	Vermont Vermont ☐ <i>Vermont</i>
1 4 5	Virginia Virginia ☐ <i>Virginia</i>
1 4 6	Washington Washington ☐ <i>Washington</i>
1 4 7	West Virginia West Virginia ☐ <i>West Virginia</i>
1 4 8	Wisconsin Wisconsin ☐ <i>Wisconsin</i>
1 4 9	Wyoming Wyoming ☐ <i>Wyoming</i>

Bid Lines

1 Section I: HVAC Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **HVAC Equipment** (all types - rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, and other related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2 Section I:HVAC Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **HVAC Controls, Software, and Monitoring Systems** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

3 Section I:HVAC Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **HVAC Air Handling Products** (all types - coils, fans, and other related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

4 Section I:HVAC Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **HVAC Supplies** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

5 Section I:HVAC Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **HVAC Filters** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

6 Section I:HVAC Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **HVAC Indoor Air Quality Products** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

PROPOSAL NOTE 3: Vendor's responding to this Proposal Invitation for installation and repair services shall submit copy of their license from the Texas Department of License and Regulations. If a proposer will serve outside the State of Texas, a copy of Proposer's license from the appropriate licensing agency for the state(s) the vendor proposes shall be provided. Vendors that assert they are not required to maintain such a license for the proposed installation and repair services shall submit a written explanation supporting their assertion.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

7 Section I:HVAC Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **HVAC Repair Parts** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on Section I: HVAC Equipment, Products, and Supplies; Specification Lines 1-3 shall be authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposer's responding to this proposal invitation shall submit an approval letter from each manufacturer for each product line proposed. Manufacturer authorization letters must include the regions in which product may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed.

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Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

8 Section I:HVAC Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **HVAC Refrigerants** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

9 Section I:HVAC Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **HVAC Refrigerant Recovery Equipment** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
0 **Section I:HVAC Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **UVC Emitters/Lamps** (used to incorporate downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures and lamps must be manufactured for this purpose and safety interlocks/features shall be provided to limit hazard to operating staff). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

UVC Emitters Discount List

1
1 **Section I: HVAC Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Insulation Products for HVAC Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

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Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1 **Section I: HVAC Equipment, Products, and Supplies**

2 Discount (%) off catalog/pricelist for **HVAC Maintenance Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 10%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Maint. Agree. Discount List

1 **Section II: Installation and Repair Service**

3 **Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products - Not to Exceed** hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$125.00 Total: \$125.00

1 **Section II: Installation and Repair Service**

4 **Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products - Not to Exceed** hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$187.00 Total: \$187.00

1 **Section II: Installation and Repair Service**

5 **Hourly Labor Rate for Installation of HVAC Filter Change Out Service** (including labor, filters, and removal/disposal of product) - **Not to Exceed** hourly labor rate for Installation of HVAC Filter Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$105.00 Total: \$105.00

1 6	Section II: Installation and Repair Service
	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).
	Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u> Price: \$0.96 Total: \$0.96

1 7	Section II: Installation and Repair Service
	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).
	Quantity: <u> 1 </u> UOM: <u>Hourly Labor Rate</u> Price: \$1.35 Total: \$1.35

Response Total: \$419.31



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

1. Discount (%) Off Catalog /Pricelist for HVAC Equipment (all types - rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, and other related items).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
TEXAS AIRSYSTEMS	QUANTECH HVAC EQUIP CATALOG	5%	No
R.E.C. Industries, Inc.	R.E.C. Industries, Inc. price list	10%	Yes
Willbanks & Associates, Inc.	Raypak Price List	15%	No
Ashcraft Company	RBI Heat Pump price list	20%	No
TEXAS AIRSYSTEMS	REDDI I HVAC EQUIP CATALOG	40%	No
TEXAS AIRSYSTEMS	RENEWAIRE HVAC EQUIP CATALOG	25%	No
Ashcraft Company	Reznor price list	20%	No
Custom Wholesale Supply DBA Johnstone Supply	Rheem - Johnstone Supply price list	45%	Yes
Robert Madden Ind. - Austin	Robert Madden Ind. price list	20%	No
Century Air Conditioning Supply LLC	Ruud/Weatherking - Century Air Conditioning Supply price list	0%	Yes
CAPP	Schneider price list	60%	Yes
TEXAS AIRSYSTEMS	SERESCO HVAC EQUIP CATALOG	27%	No
TEXAS AIRSYSTEMS	SHIPCO PUMPS HVAC EQUIP CATALOG	45%	No
SI Mechanical LLC	SI Mechanical LLC HVAC Equip	25%	No
Ashcraft Company	Soler and Palau price list	20%	No
TEXAS AIRSYSTEMS	SPIROTHERM HVAC EQUIP CATALOG	15%	No
Star Service, Inc.of Houston	Star Service catalog	10%	No
Ashcraft Company	Sterling price list	15%	No
Power Quality Sales	Stulz price list	15%	Yes
TEXAS AIRSYSTEMS	SUPERIOR BOILER HVAC EQUIP CATALOG	15%	No
TEXAS AIRSYSTEMS	SYSTECON HVAC EQUIP CATALOG	10%	No
TEXAS AIRSYSTEMS	SYSTEMS AIR HVAC EQUIP CATALOG	25%	No
TDIndustries, Inc	TDIndustries, Inc price list	10%	No
Roessler Equipment Company, Inc.	TECO Westinghouse Motors price list	0%	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

2. Discount (%) Off Catalog /Pricelist for HVAC Controls, Software, and Monitoring Systems (all types).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Century Air Conditioning Supply LLC	Ruud/Weatherking - Century Air Conditioning Supply price list	0%	Yes
Control Technologies, Inc.	Schneider Electric EcoStruxure price list	50%	Yes
Control Technologies, Inc.	Schneider Electric IA Series price list	50%	Yes
CAPP	Schneider price list	60%	Yes
Enviromatic Systems	Senva Sensor price list	34%	Yes
SI Mechanical LLC	SI Mechanical LLC HVAC Control	25%	No
CAPP	Siemens price list	65%	Yes
Ashcraft Company	SJE Rhombus price list	15%	No
Star Service, Inc.of Houston	Star Service catalog	10%	No
TDIndustries, Inc	TDIndustries, Inc price list	5%	No
Terra Cooling	Terra Cooling price list	20%	No
Texair Company, Inc.	Texair price list	10%	No
Ashcraft Company	Toshiba price list	20%	No
Ferraras Heating and Air	Trane - Ferraras Heating and Air price list	10%	Yes
CAPP	Trane price list	25%	No
Trane	Trane price list	10%	Yes
Unify Energy Solutions, LLC	Unify Energy Solutions price list	50%	No
Hunton Services	Using with RSMeans: .95 Coeffi	5%	No
Capstone Mechanical, LP.	Vykon - Capstone Mechanical price list	20%	Yes
Texas Chiller Systems	Yaskawa - Texas Chiller Systems	5%	No
Control Technologies, Inc.	Yaskawa Catalog	25%	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

3. Discount (%) Off Catalog /Pricelist for HVAC Controls, Software, and Monitoring Systems (all types).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Star Service, Inc.of Houston	Star Service catalog	10%	No
Ashcraft Company	Sterling price list	15%	No
DMI Corp., Decker Mechanical	Sterling RTU Duct Furnaces DMI Corp., Decker Mechanical price list	3%	No
TDIndustries, Inc	TDIndustries, Inc price list	10%	No
Valley Armature & Electric	TECO Westinghouse Motors price list	15%	Yes
TEXAS AIRSYSTEMS	TEMROL	18%	No
Texas Chiller Systems	Temtrol - Texas Chiller Systems	5%	No
Tech Sales LTD	Temtrol WF - Tech Sales	30%	Yes
Terra Cooling	Terra Cooling price list	20%	No
Texair Company, Inc.	Texair price list	15%	No
Veregy	Texas Air Systems price list	10%	No
MK2 Service and Solutions	Texas Air Systems - MK2 Service and Solutions price list	10%	No
Texas Chiller Systems	Thermal - Texas Chiller Systems	5%	No
Texas Chiller Systems	Titus - Texas Chiller Systems	5%	No
Veregy	Trane price list	10%	No
Ferraras Heating and Air	Trane - Ferraras Heating and Air price list	10%	Yes
Texas Chiller Systems	Trane - Texas Chiller Systems	5%	No
CAPP	Trane price list	25%	No
Trane	Trane price list	10%	Yes
MK2 Service and Solutions	United Refrigeration - MK2 Service and Solutions price list	10%	Yes
TEXAS AIRSYSTEMS	VENMAR price list	15%	No
TEXAS AIRSYSTEMS	VENTROL price list	15%	No
Texas Chiller Systems	York - Texas Chiller Systems price list	5%	No



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

4. Discount (%) Off Catalog /Pricelist for HVAC Supplies (all types).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
SI Mechanical LLC	SI Mechanical LLC HVAC Supplie	25%	Yes
CAPP	Siemens price list	65%	Yes
Building Controls & Solutions	Siemens price list	60%	Yes
CAPP	Spirax/Sarco price list	20%	Yes
Star Service, Inc.of Houston	Star Service catalog	10%	No
Strategic Filtration, Inc.	Statagic Filtration price list	20%	Yes
TDIndustries, Inc	TDIndustries, Inc price list	5%	No
Valley Armature & Electric	TECO Westinghouse Motors price list	15%	Yes
Terra Cooling	Terra Cooling price list	20%	No
Texair Company, Inc.	Texair price list	15%	Yes
Texas Air Products, LTD	Texas Air Products price list (5%-10%)_	5%	Yes
Veregy	Texas Air Systems price list	10%	No
TEXAS AIRSYSTEMS	Texas AirSystems price list	40%	No
Hydro Works Restoration Services of TX	Texas Hydro Works price list	10%	No
Veregy	Trane price list	10%	No
Ferraras Heating and Air	Trane - Ferraras Heating and Air price list	10%	Yes
CAPP	Trane price list	25%	Yes
Trane	Trane price list	10%	Yes
Unify Energy Solutions, LLC	Unify Parts	50%	No
Capstone Mechanical, LP.	United Catalog	20%	No
MK2 Service and Solutions	United Refrigeration - MK2 Service and Solutions price list	10%	Yes
West Texas Air Conditioning and Heating Inc.	West Texas Air Conditioning	5%	Yes
Big Ass Fans	BAF price list	10%	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

5. Discount (%) Off Catalog /Pricelist for HVAC Filters (all types).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
MLN Company	MLN Service Catalog	15%	Yes
Maxari Energy LLC	MSC Industrial Supply - Maxari price list	10%	No
One Print Solutions Inc.	One Print Solutions price list	25%	Yes
BOX Pure Air, LLC	Peak Filter Set price list (0%-15%)	0%	Yes
BOX Pure Air, LLC	Peak HEPA Filter price list (0%-15%)	0%	Yes
Maxari Energy LLC	Profitter (Fastenal) - Maxari price list	10%	No
Maxari Energy LLC	Pro-Source (MSC Industrial Supply) - Maxari price list	10%	No
R.E.C. Industries, Inc.	R.E.C. Industries, Inc. price list	10%	Yes
Willbanks & Associates, Inc.	Raypak Price List	15%	No
Robert Madden Ind. - Austin	Robert Madden Ind. price list	20%	Yes
SI Mechanical LLC	SI Mechanical LLC HVAC Filters	25%	Yes
Star Service, Inc.of Houston	Star Service catalog	10%	No
Strategic Filtration, Inc.	Strategic Filtration price list	45%	Yes
TDIndustries, Inc	TDIndustries, Inc price list	5%	No
Terra Cooling	Terra Cooling price list	20%	No
Tex-Air Filters Mfg., Co.	Tex Air Standard and Special Sizes Catalog	55%	Yes
Texair Company, Inc.	Texair price list	15%	Yes
Texas Air Products, LTD	Texas Air Products price list	10%	Yes
TEXAS AIRSYSTEMS	Texas AirSystems price list	30%	No
Hydro Works Restoration Services of TX	Texas Hydro Works price list	10%	No
MK2 Service and Solutions	The Filter Man - MK2 Service and Solutions price list	10%	Yes
Hunton Trane	Trane price list	30%	Yes
CAPP	Trane price list	25%	Yes
Trane	Trane price list	10%	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

6. Discount (%) Off Catalog /Pricelist for HVAC Indoor Air Quality Products (all types).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Ashcraft Company	Soler and Palau price list	20%	Yes
CAPP	Spirax/Sarco price list	20%	Yes
Star Service, Inc.of Houston	Star Service catalog	10%	No
Ashcraft Company	Sterling price list	15%	Yes
TDIndustries, Inc	TDIndustries, Inc price list	5%	No
Tech Sales LTD	Temtrol WF - Tech Sales	30%	Yes
Terra Cooling	Terra Cooling price list	20%	No
Texair Company, Inc.	Texair price list	15%	No
Texas Air Products, LTD	Texas Air Products price list	5%	Yes
Veregy	Texas Air Systems price list	10%	No
TEXAS AIRSYSTEMS	Texas AirSystems price list	5%	No
Hydro Works Restoration Services of TX	Texas Hydro Works price list	10%	No
Veregy	Trane price list	10%	No
CAPP	Trane price list	25%	Yes
Trane	Trane price list	10%	Yes
Unify Energy Solutions, LLC	Unify IAQ	10%	Yes
Capstone Mechanical, LP.	United Catalog	20%	No
Hunton Trane	Valent price list	30%	Yes
West Texas Air Conditioning and Heating Inc.	West Texas Air Conditioning	5%	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

7. Discount (%) Off Catalog /Pricelist for HVAC Repair Parts (all types).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
MK2 Service and Solutions	Johnstone Supply - MK2 Service and Solutions price list	10%	No
K & R MECHANICAL	K&R Mechanical price list	2%	No
Ken Parker Service, Inc.	KPS price list	10%	Yes
Veregy	Lennox price list	10%	No
Lennox Industries, Inc	Lennox catalog	0%	Yes
Rabroker A/C & Plumbing	Lennox Commercial - Rabroker price list	10%	Yes
S & S HVAC Equipment	Marley Cooling Towers - S&S HVAC Equipment	5%	Yes
Roy C. Garrett, Inc.	Marley/SPX - Roy C. Garrett	5%	Yes
Veregy	McMillan James price list	10%	No
McMillan James Equipment Company, L.P.	McMillan James Equipment Company, L.P. price list	20%	Yes
MLN Company	MLN Service Catalog	15%	Yes
Veregy	Morrison price list	10%	No
Hamilton Electric Works, Inc.	Nidec-US price list	10%	Yes
One Print Solutions Inc.	One Print Solutions price list	25%	Yes
Hamilton Electric Works, Inc.	Optibelt price list	30%	Yes
R.E.C. Industries, Inc.	R.E.C. Industries, Inc. price list	10%	Yes
Willbanks & Associates, Inc.	Raypak Price List	15%	Yes
Robert Madden Ind. - Austin	Robert Madden Ind. price list	20%	Yes
CAPP	Schneider price list	60%	Yes
SI Mechanical LLC	SI Mechanical LLC HVAC Repair price list	25%	Yes
CAPP	Siemens price list	65%	Yes
CAPP	Spirax/Sarco price list	20%	Yes
Star Service, Inc.of Houston	Star Service catalog	10%	No
TDIndustries, Inc	TDIndustries, Inc price list	5%	No



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

8. Discount (%) Off Catalog /Pricelist for HVAC Refrigerants (all types).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Custom Wholesale Supply DBA Johnstone Supply	Johnstone Supply price list	45%	Yes
K & R MECHANICAL	K&R Mechanical price list	2%	No
Ken Parker Service, Inc.	KPS price list	10%	Yes
Lennox Industries, Inc	Lennox catalog	0%	Yes
Rabroker A/C & Plumbing	Lennox Commercial - Rabroker price list	10%	Yes
McMillan James Equipment Company, L.P.	McMillan James Equipment Company, L.P. price list	20%	Yes
MLN Company	MLN Service Catalog	15%	Yes
Veregy	Morrison price list	10%	No
SPECS Refrigeration, Inc.	NRP REFRIGERANTS	0%	Yes
BOX Pure Air, LLC	Peak HEPA Filter price list (0%-15%)	0%	No
R.E.C. Industries, Inc.	R.E.C. Industries, Inc. price list	10%	Yes
Robert Madden Ind. - Austin	Robert Madden Ind. price list	20%	Yes
SI Mechanical LLC	SI Mechanical LLC HVAC Refrige price list	25%	Yes
Star Service, Inc.of Houston	Star Service catalog	10%	No
TDIndustries, Inc	TDIndustries, Inc price list	5%	No
Terra Cooling	Terra Cooling price list	20%	No
Texair Company, Inc.	Texair price list	5%	No
TEXAS AIRSYSTEMS	Texas AirSystems price list	25%	No
Ferraras Heating and Air	Trane - Ferraras Heating and Air price list	10%	Yes
Trane	Trane price list	10%	Yes
Capstone Mechanical, LP.	United Catalog	20%	No
MK2 Service and Solutions	United Regrigeration - MK2 Service and Solutions price list	10%	Yes
West Texas Air Conditioning and Heating Inc.	West Texas Air Conditioning	5%	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

9. Discount (%) Off Catalog /Pricelist for HVAC Refrigerant Recovery Equipment (all types).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Johnstone Supply, Austin	Johnstone Supply eCatalog 216	50%	Yes
Custom Wholesale Supply DBA Johnstone Supply	Johnstone Supply price list	45%	Yes
K & R MECHANICAL	K&R Mechanical price list	2%	No
Ken Parker Service, Inc.	KPS price list	10%	Yes
Lennox Industries, Inc	Lennox catalog	0%	Yes
DMI Corp., Decker Mechanical	Lochinvar - DMI Corp., Decker Mechanical price list	3%	Yes
McMillan James Equipment Company, L.P.	McMillan James Equipment Company, L.P. price list	20%	No
BOX Pure Air, LLC	Mesa HEPA Filter price list (0%-10%)	0%	No
MLN Company	MLN Service Catalog	15%	Yes
Veregy	Morrison price list	10%	No
R.E.C. Industries, Inc.	R.E.C. Industries, Inc. price list	10%	Yes
Robert Madden Ind. - Austin	Robert Madden Ind. price list	20%	Yes
SI Mechanical LLC	SI Mechanical LLC HVAC Recover	25%	Yes
Star Service, Inc.of Houston	Star Service catalog	10%	No
TDIndustries, Inc	TDIndustries, Inc price list	5%	No
Terra Cooling	Terra Cooling price list	20%	No
Texair Company, Inc.	Texair price list	10%	No
TEXAS AIRSYSTEMS	Texas AirSystems price list	20%	No
Trane	Trane price list	10%	Yes
Capstone Mechanical, LP.	United Catalog	20%	No
West Texas Air Conditioning and Heating Inc.	West Texas Air Conditioning	5%	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

10. Discount (%) Off Catalog /Pricelist for UVC Emitters/Lamps (used to incorporate downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures and lamps must be manufactured for this purpose and safety interlocks/features shall be provided to limit hazard to operating staff).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
CAPP	Johnson Controls price list	60%	Yes
Johnstone Supply - South Texas	Johnstone Supply - Catalog 216	50%	Yes
Johnstone Supply- Houston	Johnstone Supply Catalog # 216	45%	Yes
Johnstone Supply, Austin	Johnstone Supply eCatalog 216	50%	Yes
Custom Wholesale Supply DBA Johnstone Supply	Johnstone Supply price list	45%	Yes
Ken Parker Service, Inc.	KPS price list	10%	Yes
Lennox Industries, Inc	Lennox catalog	0%	Yes
Rabroker A/C & Plumbing	Lennox Commercial - Rabroker price list	10%	Yes
Capstone Mechanical, LP.	Lennox Price List	3%	Yes
McMillan James Equipment Company, L.P.	McMillan James Equipment Company, L.P. price list	20%	No
BOX Pure Air, LLC	Mesa HEPA Filter price list	15%	No
MLN Company	MLN Service Catalog	15%	Yes
NetworkThermostat	Network Thermostat price list	20%	Yes
R.E.C. Industries, Inc.	R.E.C. Industries, Inc. price list	10%	Yes
DMI Corp., Decker Mechanical	RBI - DMI Corp., Decker Mechanical price list	3%	Yes
Robert Madden Ind. - Austin	Robert Madden Ind. price list	20%	Yes
Joe W. Fly Co., Inc.	Sanuvox Catalog - Joe W. Fly	20%	Yes
CAPP	Schneider price list	60%	Yes
SI Mechanical LLC	SI Mechanical LLC UVC Emitters	25%	Yes
Star Service, Inc.of Houston	Star Service catalog	10%	No
Strategic Filtration, Inc.	Strategic Filtration price list	20%	Yes
TDIndustries, Inc	TDIndustries, Inc price list	5%	No
Terra Cooling	Terra Cooling price list	20%	No
Texair Company, Inc.	Texair price list	10%	No



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

11. Discount (%) Off Catalog /Pricelist for Insulation Products for HVAC Equipment.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
R.E.C. Industries, Inc.	R.E.C. Industries, Inc. price list	10%	Yes
Willbanks & Associates, Inc.	Raypak Price List	15%	No
Robert Madden Ind. - Austin	Robert Madden Ind. price list	20%	Yes
SI Mechanical LLC	SI Mechanical LLC Insulation P	25%	Yes
Star Service, Inc.of Houston	Star Service catalog	10%	No
TDIndustries, Inc	TDIndustries, Inc price list	5%	No
Terra Cooling	Terra Cooling price list	20%	No
Texair Company, Inc.	Texair price list	10%	No
TEXAS AIRSYSTEMS	Texas AirSystems price list	40%	No
Hydro Works Restoration Services of TX	Texas Hydro Works price list	10%	No
Trane	Trane price list	10%	Yes
West Texas Air Conditioning and Heating Inc.	West Texas Air Conditioning	5%	Yes

12. Discount (%) Off Catalog /Pricelist for HVAC Maintenance Agreements.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
5T Mechanical	5T Mechanical price list	10%	Yes
A&G Services	A & G/Applied price list	10%	No
A&D Heating and Air Conditioning	A&D Heating and Air Conditioning price list	5%	No
ABM Building Services, LLC	ABM Building Services price list	10%	Yes
DMI Corp., Decker Mechanical	Allied Commercial - DMI Corp., Decker Mechanical price list	3%	Yes
American Mechanical Services of Houston	American Mechanical Services of Houston price list	0%	No
Automated Logic Contracting Services Inc.	Automated Logic price list	50%	Yes
Berger Engineering Company	Berger Engineering Company price list	0%	No
The Brandt Companies LLC	Brandt Catalog	25%	Yes
Carrier Corporation	Carrier Corporation price list	10%	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

12. Discount (%) Off Catalog /Pricelist for HVAC Maintenance Agreements.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
TDIndustries, Inc	TDIndustries, Inc price list	10%	No
Valley Armature & Electric	TECO Westinghouse Motors price list	15%	Yes
Terra Cooling	Terra Cooling price list	20%	No
Texair Company, Inc.	Texair price list	5%	No
TEXAS AIRSYSTEMS	Texas AirSystems price list	5%	No
Texas Chiller Systems	Texas Chiller Systems price list	10%	No
Ferraras Heating and Air	Trane - Ferraras Heating and Air price list	10%	Yes
Trane	Trane price list	10%	Yes
Unify Energy Solutions, LLC	Unify Service Agreement	10%	Yes
West Texas Air Conditioning and Heating Inc.	West Texas Air Conditioning	5%	Yes

13. Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.

Vendor Name	Vendor Catalog Information	Bid Price	Award
USA RIMSA LLC	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$0.00	No
Center Stone Services	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$41.15	Yes
Strategic Filtration, Inc.	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$50.00	Yes
QUANTUM-MECHANICAL CONTRACTORS,LLC	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$65.00	No
Columbia Contracting	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$70.00	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

13. Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.

Vendor Name	Vendor Catalog Information	Bid Price	Award
One Print Solutions Inc.	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$125.00	No
Pro Tech Mechanical	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$125.00	Yes
R.E.C. Industries, Inc.	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$125.00	Yes
SI Mechanical LLC	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$125.00	Yes
TDIndustries, Inc	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$125.00	Yes
The Brandt Companies LLC	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$125.00	Yes
Roy C. Garrett, Inc.	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$130.00	Yes
Texas Chiller Systems	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$130.00	Yes
H & G Systems, L.P.	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$132.00	Yes
Spaeth Machine Shop, Inc.	Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.	\$135.00	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

14. Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Core CMCi	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products	\$175.00	Yes
TEXAS AIRSYSTEMS	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products. (\$179.00-\$315.00)	\$179.00	Yes
ABM Building Services, LLC	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products	\$186.00	Yes
TDIndustries, Inc	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products	\$187.00	Yes
SI Mechanical LLC	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products	\$187.50	Yes
The Brandt Companies LLC	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products	\$187.50	Yes
R.E.C. Industries, Inc.	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products	\$188.00	Yes
Roy C. Garrett, Inc.	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products	\$195.00	Yes
Texas Chiller Systems	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products (\$195.00 - \$260.00)	\$195.00	Yes
Heat Transfer Solutions	Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products	\$196.00	Yes

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

15. Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.

Vendor Name	Vendor Catalog Information	Bid Price	Award
Berger Engineering Company	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$105.00	Yes
MLN Company	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$105.00	Yes
TDIndustries, Inc	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$105.00	Yes
ABM Building Services, LLC	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$110.00	Yes
MK2 Service and Solutions	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$110.00	Yes
Willbanks & Associates, Inc.	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$110.50	Yes
Core CMCI	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$112.00	Yes
APS Building Services	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$112.50	Yes
Airco Mechanical, Ltd	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$115.00	Yes
Anthony Mechanical Services, Inc.	Hourly Labor Rate for Installation of HVAC Filter Change Out Service (including labor, filters, and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.	\$115.00	Yes



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

16. Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).

Vendor Name	Vendor Catalog Information	Coefficient Factor	Award
A&G Services	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	0.96	Yes
TDIndustries, Inc	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	0.96	Yes
Berger Engineering Company	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.00	Yes
QUANTUM-MECHANICAL CONTRACTORS,LLC	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.00	No
Willbanks & Associates, Inc.	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.00	Yes
ABM Building Services, LLC	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.0185	Yes
Hunton Trane	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.12	Yes
SI Mechanical LLC	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.20	Yes
Heat Transfer Solutions	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.35	Yes
Center Stone Services	Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products - RSMeans Cost Data from the Total INCL O&P column (most current edition).	\$59.15	No



The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for HVAC Equipment, Supplies, and Installation No. 720-23

17. Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).

Vendor Name	Vendor Catalog Information	Coefficient Factor	Award
TEXAS AIRSYSTEMS	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.20	Yes
Ashcraft Company	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.25	Yes
QUANTUM-MECHANICAL CONTRACTORS,LLC	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.25	No
Star Service, Inc.of Houston	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.30	Yes
TDIndustries, Inc	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.35	Yes
A&G Services	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.35	Yes
Industrial & Commercial Mechanical, LLC	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.45	Yes
Heat Transfer Solutions	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.50	Yes
Berger Engineering Company	Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products -RSMeans Cost Data from the Total INCL O&P column (most current edition).	1.50	Yes