

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/13/2021

Contract/Lease Control #: C19-2824-FM

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: DAIKIN APPLIED

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2019

Expiration Date: 07/30/2024

Description of Contract/Lease: CHILLER MAINTENANCE

Department: FM

Department Monitor: HENDRICK

Monitor's Telephone #: 850-689-5790

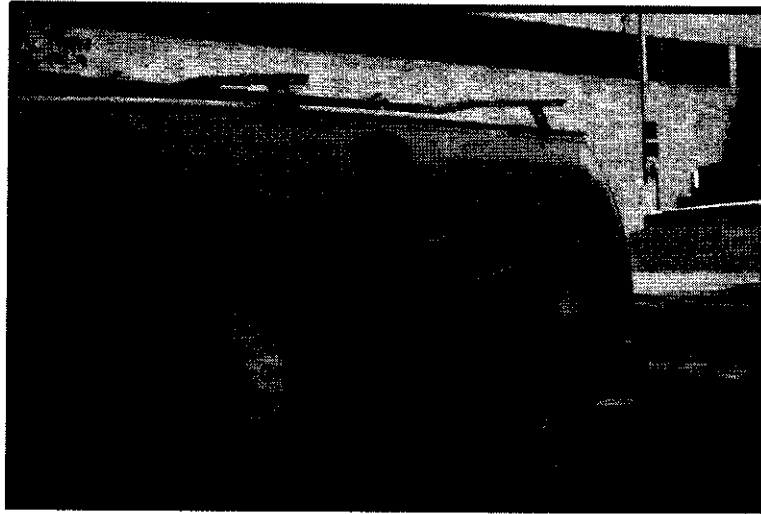
Monitor's FAX # or E-mail: BHENDRICK@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024

DAIKIN APPLIED, OMNIA PUBLIC SERVICE & REPAIR PROPOSAL



**Emerald Coast Convention
Center Cooling Tower Rebuild**

OMNIA[®]
P A R T N E R S

1250 Miracle Strip Pkwy SE
Fort Walton Beach, FL 32548

OMNIA Certified Proposal Number: R200401-FL-312599
Proposal #: Q-00078583
License #: CMC056831
OMNIA Membership # 1139518

Prepared for:

Randy Overtly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
10/01/2021

Prepared by:

Anthony 'Spence' Corrao
Sales Technician
Pensacola District
Phone: (850)-420-8592
E-mail: spence.corrao@daikinapplied.com

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied will provide the following labor, material, and parts to complete the following work.

Evapco SST 29-818 with S/N M015725

- Shut tower down and lock and tag out.
- Put temporary plywood inside the tower to protect the media fill.
- Remove fan prop hub from the shaft. Proposal does not include a new hub. If this cannot be removed or is found defective, then this and the extra labor required to replace this will be quoted separate.
- Remove fan pulley and bushing to reuse.
- Install the bearing assembly per the Evapco's technical field instructions.
- Replace the lubrication lines.
- Lubricate the new bearings.
- Install new belt.
- Verify operation and let the customer know if there are any other found deficiencies.

Exclusions

- Crane
- Balancing
- Hub

	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Labor (CAT 2)	\$105.00	64	.90	\$6,048.00
2	Lube Line Kit	\$143.64	1	.85	\$122.09
3	Shaft Kit	\$3,363.64	1	.85	\$2,859.09
4	Belt	\$612.73	1	.85	\$520.82
5	Shipping	\$394.24	1	1	\$394.24
	Total net				\$9,944.24

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$9,944.24 Nine Thousand, Nine Hundred Forty Four dollars and Twenty Four cents

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISIONERS

Accepted by: **Jeffrey A Hyde**
Digitally signed by Jeffrey A Hyde
Date: 2021.10.04 09:12:25 -05'00'

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Site Address:
1250 Miracle Strip Pkwy SE

Fort Walton Beach, FL 32548

Approved by:

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C14-2824-FM Tracking Number: 4395-21
Procurement/Contractor/Lessee Name: Dairn Grant Funded: YES ___ NO X
Purpose: 4th amendment
Date/Term: 7-30-24
Department #: various departments
Account #: _____
Amount: _____
Department: FM Dept. Monitor Name: Hendrick

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-4-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Fed'd funds Grant Name: _____
Date: _____
Grants Coordinator

Risk Management Review

Approved as written: see email attached Date: 8-6-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 8-10-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

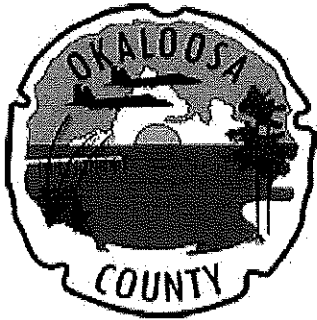
Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Friday, August 6, 2021 7:54 AM
To: DeRita Mason
Subject: RE: Daikin C19-2824-FM 4th amendment

This is approved by Risk.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL 32536
(850) 689-5979
lprice@myokaloosa.com



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, August 4, 2021 7:39 AM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: Daikin C19-2824-FM 4th amendment

Good morning,
Please review and approve.

Thank you,

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, August 10, 2021 7:58 AM
To: DeRita Mason; Kerry Parsons
Subject: Re: Daikin C19-2824-FM 2nd amendment

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Tuesday, August 10, 2021 7:54:47 AM
To: Lynn Hoshihara; Kerry Parsons
Subject: RE: Daikin C19-2824-FM 2nd amendment

We place all the proposals in the folder, per finance's request.
Now that I am looking at it, I have no clue where I came up with the 4th amendment. I believe it should be 2nd amendment. See updated attached.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Sent: Friday, August 6, 2021 1:11 PM

SECOND AMENDMENT TO AGREEMENT C19-2824-FM
(Daikin Applied)

This Second Amendment is made and entered into this 7th day of September, 2021, and amends cooperative purchase agreement C19-2824-FM, dated July 16, 2019, by and between Okaloosa County, Florida, (hereinafter the "County") and Daikin Applied Americas, dba, Daikin Applied (hereinafter the "Contractor").

WHEREAS, on July 16, 2019, the County and Contractor entered into an agreement, C19-2824-FM, for maintenance on chillers, AHU's and Boilers for Okaloosa County; and

WHEREAS, the County and Contractor wish to amend the original equipment and scope and provide a updated price for each location. The updated equipment list, scope and price increase is attached in Exhibit "A" and made a part of the contract hereto.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C19-2824-FM as follows:

1. C19-2824-FM is hereby amended to update the original scope, provide additional equipment and increase the rates based on the amended items.
2. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

DAIKIN APPLIED AMERICAS, DBA
DAIKIN APPLIED

Kyle Hubbel
Signature

Kyle Hubbel/District Manager
Print Name & Title

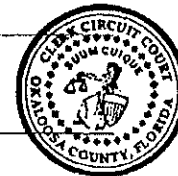
Date: 8/10/2021

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman

September 7, 2021
Date

J.D. Peacock, II, Clerk



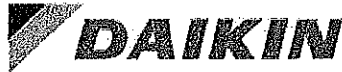
C19-2824-FM

1

CONTRACT #: C19-2424-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024

Exhibit "A"
Updated Scope, Equipment and Prices

C19-2824-FM



July 29, 2021



Proposal #: Q-00074073
OMNIA CPN: R200401-FL-311979

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
5489 Old Bethel Rd.
Crestview, FL 32536

Re: PM 4 on chillers, AHU's, and Boilers
Previous Quote Proposal Being Amended #: Q-00029109

Site: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS- Okaloosa County
Finance Dept

Thank you for your continued confidence in our ability to meet your HVAC needs this past year. We appreciate your business and look forward to serving you in the coming year. The anniversary date for contract per the above referenced agreement is 8/1/2021.

This notice provides an amendment of the original equipment and scope and includes an increase because of equipment and material added.

The contract renewal term will be 8/1/2021 through 7/31/2024 in the amount of:
\$57,345.32 Fifty-Seven Thousand, Three Hundred Forty Five dollars and Thirty Two cents
for the following sites. Adjustments have been made in red.

Site 1-South Courthouse Annex 1940 Lewis Turner Blvd, Fort Walton Beach, FL 32547

Annual \$15,466.68 Quarterly \$3,866.67

Daikin AWV016AJJNKK00/STNU190300246

New chiller to include condenser coil cleanings quarterly now per the IOMM of the chiller and be cleaned each time with Eviroclean and Chloride DTS

McQuay OAH025GDAC/ FBOU100700895

McQuay OAH025GDAC/ FBOU100700911

McQuay OAH025GDAC/ FBOU100700945

McQuay OAH030GDAC/ FBOU100700961

McQuay OAH021GDAC/ FBOU100700969

McQuay OAH025GDAC/ FBOU100700971

Bryan Boilers HE-CLM120-W-FDG/98274

Filters and shipping provided annually

Quantity	Description	Size
148	Perfect Pleat SC M8	20x20x2
48	Perfect Pleat SC M8	20x24x2
64	Perfect Pleat SC M8	12x24x2
36	Varicel SH MERV 11	20x20x12
12	Varicel SH MERV 11	20x24x12
16	Varicel SH MERV 11	12x24x12



Site 2-Water & Sewer Building 1804 Lewis Turner Blvd, Fort Walton Beach, FL 32547

Annual \$4,751.12 Quarterly \$1,187.78
 Carrier-30RAP0456FA00I00 /2512Q45425
 Carrier-30RAP0456FA00I00 /2511Q42616
 6-Carrier AHU's 39LF2082AB1132-T/2492T23624

Site 3-Okaloosa County Administration building 1250 N Eglin Pkwy Shalimar, FL 32579

Annual \$10,393.40 Quarterly \$2,598.35
 Trane -CGAM080F/UI5A46480
 Trane -CGAM080F/UI5A46479
 Apex Boiler-APX625/65461639
 6-Trane AHU's CSAA004UAL00/K14M97958

Filters and shipping provided annually

Quantity	Description	Size
16	Perfect Pleat SC MB	20x20x2
76	Perfect Pleat SC MB	20x24x2
32	Perfect Pleat SC MB	12x24x2
24	Perfect Pleat SC MB	24x24x2
4	Varicel SH MERV 11	20x20x12
18	Varicel SH MERV 11	20x24x12
8	Varicel SH MERV 11	12x24x12
6	Varicel SH MERV 11	24x24x12

Site 4-Okaloosa County Jail 1200 E James Lee Blvd Crestview, FL 32539

Annual \$5,457.60 Quarterly \$1,364.40
 Trane-RTAE200F/UI4G09527
 Boiler Weil-McLain M/N-N/A, S/N-NA
 Boiler Rudd GL84A-528/0591F00026

Site 5-Emerald Coast Convention Center 1250 Miracle Strip Pkwy SE, Fort Walton Beach, FL 32548

Annual \$20,124.67 Quarterly \$5,031.17
 York- YRTBTCT0-46A/SFLM715340
 Trane-RTWD200F/UI7H08945
 Cooling Tower with 2 Cells EVAPCO Model # SST29-818 Serial #: MO15725
 AHU #1 AP400/CFLM11718D
 AHU #2 AP360/CFLM11720D
 AHU #3 AP170/CFLM11721D
 AHU #4 AP170/CFLM11722D
 AHU #5 AP305/CFLM11723D
 AHU #6 AP105/CFLM11724D
 AHU #7 AP215/CFLM11725D
 2-Condenser Pumps
 2-Evaporator Pumps



Filters and shipping provided annually

Quantity	Description	Size
124	Perfect Pleat SC M8	20x20x2
68	Perfect Pleat SC M8	20x24x2
44	Perfect Pleat SC M8	12x24x2
32	Perfect Pleat SC M8	24x24x2
16	Perfect Pleat SC M8	20x25x2
31	Varicel SH MERV 11	20x20x12
17	Varicel SH MERV 11	20x24x12
11	Varicel SH MERV 11	12x24x12
8	Varicel SH MERV 11	24x24x12
4	Varicel SH MERV 11	20x25x12

Site 6-Bracken Building 302 Wilson St N Crestview, FL 32536

Annual \$1,151.85 Quarterly \$287.96

Ray-Pac M/N-N/A, S/N-N/A

The contract renewal term will be 1/1/2022 through 12/31/2025 in the amount of:
\$31,454.68 Twenty Six Thousand, One Hundred and Ninety Seven dollars and Twelve cents
for the following sites.

Site 7-Crestview Courthouse 101 E James Lee Blvd Crestview, FL 32536

Annual \$17,936.20 Quarterly \$4,484.05

Trane RTW100F/U17G08571

Trane RTW100F/U17G08570

Evapco USS26-3G17/16-804533

Temtrol WFRSADH55/B000096-002

Temtrol WFRSADH49/B000096-001

Temtrol WFRSADH47/B000096-003

Raypack H7-0850A/1705388993

Raypack H7-0850A

Filters and shipping provided annually

Quantity	Description	Size
16	Perfect Pleat SC M8	12x24x2
100	Perfect Pleat SC M8	24x24x2
72	Perfect Pleat SC M8	16x20x2
20	Perfect Pleat SC M8	20x25x2
4	Varicel SH MERV 11	12x24x12
24	Varicel SH MERV 11	24x24x12
16	Varicel SH MERV 11	16x20x12
4	Varicel SH MERV 11	20x25x12



Site 8-Okaloosa County Emergency Management

90 E College Blvd. ,Nicéville, FL 32578

Annual \$2,274.16, Quarterly \$568.54

BAC tower for geothermal loop M/N-PFI-1212N-5D407-01, S/N-U191897602-01-01

Site 9-Destin/FWB Airport 1701 State Road 85 North, Eglin AFB, FL 32542

Annual \$11,244.32 Quarterly \$2,811.08

York YVAA0323EXV46BAV/11551M85674442

York YVAA0323EXV46BAV/11551M85674443

Raypack H2-4001/040257422

Raypack H2-4001/040257423

Additional filters as needed will be priced at 15% off list
Shipping cost may vary on additional filters

Proposal is provided in accordance with Region 4 ESC Contract #R200401 available via OMNIA Partners and the terms and conditions (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) thereunder which shall govern this Proposal and the corresponding scope of work as described herein and are incorporated by this reference.

Terms: quarterly billing, due upon receipt
Billed In Arrears

Please confirm this letter by signing below and returning to our Regional Contract Coordinator, Jennifer Allomong via email at: jennifer.allomong@daikinapplied.com. If you require a purchase order be referenced, please send a copy along with the signed letter.

Thank you very much. We look forward to working with you again this year.

Sincerely,

Anthony 'Spence' Corrao
Sales Technician
Daikin Applied

Should you have any questions regarding this renewal, contact me in the office at (850)-420-8592 or via email at: spence.corrao@daikinapplied.com.

Customer Acknowledgement

Name

Date

PO #

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/10/2019
Contract/Lease Control #: C19-2824-FM
Procurement#: NA
Contract/Lease Type: AGREEMENT
Award To/Lessee: DAIKIN APPLIED
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 08/01/2019
Expiration Date: 07/30/2024
Description of CHILLER MAINTENANCE
Department: FM
Department Monitor: PUCKETT
Monitor's Telephone #: 850-689-5790
Monitor's FAX # or E-mail: JPUCKETT@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024

DAIKIN APPLIED, OMNIA PUBLIC PROJECT PROPOSAL

Okaloosa County Board of County
Commissioners - Okaloosa Jail
Replace Walk in Cooler Evaporator

OMNIA[®]
P A R T N E R S

1200 E James Lee Blvd
Crestview, FL 32539

OMNIA Certified Proposal Number: R200401-FL-312291
Proposal #: Q-00076465
License #: CMC056831
OMNIA Membership #: 1139518

Prepared for:

Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
8/24/2021

Prepared by:

Anthony 'Spence' Corrao
Sales Technician
Pensacola District
Phone: (850)-420-8592
E-mail: spence.corrao@daikinapplied.com

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied agrees to perform the following repairs as described in the scope of work below.

Okaloosa Jail

Model: LSC130AEKF

Serial: T09M08947

- Lock out and tag out walk in cooler for the kitchen per Daikin safety protocol.
- Recover refrigerant from circuit per EPA guidelines.
- Disconnect electrical, condensate line and line sets from evaporator.
- Remove evaporator and dispose of.
- Set new evaporator in place.
- Reconnect refrigerant lines and condensate lines.
- Pressurize circuit with nitrogen and check for leaks
- Reconnect electrical to indoor unit.
- Charge unit to nameplate and adjust charge to correct superheat and subcooling.

Item	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	TXV	\$218.53	1	0.85	\$185.75
2	Refrigerant Tank	\$70.91	1	0.85	\$60.27
3	Nitrogen Tank	\$27.18	1	0.85	\$23.10
4	Copper fittings	\$90.91	1	0.85	\$77.27
5	Evaporator	\$1,716.60	1	0.85	\$1,459.11
6	Labor Cat 2	\$106.00	25	0.90	\$2,385.00
7	Shipping	\$117.65	1	1	\$117.65
Total Net Rounded					\$4,308.15

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$4,308.15 Four Thousand, Three Hundred Eight dollars and Fifteen cents

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
1200 E James Lee Blvd

Crestview, FL
32539

Accepted by:

(Print Full Legal Name of Customer)

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde
Date: 2021.08.26 12:35:27 -05'00'
(Signature)

(Title)

Date:

Approved by:

Kyle Hubbel

(Print Full Legal Name of Daikin Applied Representative)

Kyle Hubbel

(Signature)

District Manager

(Title)

Aug 26, 2021

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



DAIKIN, OMNIA PUBLIC PROJECT PROPOSAL

Okaloosa Health Department Split System Changeouts North Units

5489 Old Bethel Rd.
Crestview, FL 32536

OMNIA[®]
P A R T N E R S

License #: CMC056831
Certified Proposal #: R200401-FL-312212
OMNIA Membership #:1139518

Prepared for:

Randy Overy
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
8/18/2021

Prepared by:

Anthony 'Spence' Corrao
Sales Technician
Pensacola District
Phone: (850)-420-8592
E-mail: spence.corrao@daikinapplied.com

**CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024**

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied agrees to provide the following turnkey unit replacements as described in the scope of work below.

*Pricing discounted per maintenance contract.

Okaloosa County Health Dept. North side of building Split system replacements

***Split systems to be changed out listed below.**

- 1. Unit 6 - 4-ton system for conference room south**
- 2. Unit 7 - 4-ton system for front med office**
- 3. Unit 9 - 5-ton system for front waiting room**

***Scope of work for each unit listed below.**

- Lock out and tag out each split system individually per Daikin safety protocol.
- Disconnect electrical from indoor and outdoor units.
- Remove existing refrigerant and dispose of per epa guidelines.
- Disconnect and remove refrigerant lines and remove old line sets.
- Disconnect condensate lines.
- Disconnect supply and return ductwork and remove air handlers.
- Isolate and disconnect gas lines and remove gas furnace.
- Remove old condensers and set new on existing pad.
- Fabricate and install new metal supply and return transitions.
- Install new air handler and gas furnace with new gas fittings and new vent pipe connections.
- Supply and install new insulation duct wrap.
- Supply and install new insulated condensate drain.
- Provide and install new line sets for each of the 3 units. Plus recover refrigerant and replace leaking line set on carrier split system.
- 4 100-foot line sets for units on north side of building.
- Pressure test each unit and check for leaks.
- Evacuate to 500 microns and equalize refrigerant.
- Reconnect gas lines to furnaces and purge.
- Reconnect electrical on indoor and outdoor units.
- Reconnect existing thermostats.
- Start each unit and check operation.

Exclusions

- Electrical other than stated.
- Permits.
- Test and balance.

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.



Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$37,888.16 Thirty Seven Thousand, Eight Hundred Eighty Eight dollars and Sixteen cents

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
5489 Old Bethel Rd.

Crestview, FL
32536

Accepted by:
Faye Douglas
(Print Full Legal Name of Customer)

Approved by:
Kyle Hubbel
(Print Full Legal Name of Daikin Applied Representative)

[Signature]
(Signature)

[Signature]
(Signature)

OMB DIRECTOR
(Title)

District Manager
(Title)

08.24.2021
Date:

8/20/2021
Date:

Note: This Agreement is subject to final approval by Daikin Applied.



DAIKIN APPLIED, OMNIA PUBLIC EQUIPMENT PROPOSAL



**Okaloosa County Board of
County Commissioners -
Equipment Only 5 Systems**

OMNIA[®]
P A R T N E R S

5489 Old Bethel Rd.
Crestview, FL 32536

OMNIA Certified Proposal Number: R200401-FL-312208
Proposal #: Q-00076066
License #: CMC056831
OMNIA Membership #: 1139518

Prepared for:

Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
8/17/2021

Prepared by:

Anthony 'Spence' Corrao
Sales Technician
Pensacola District
Phone: (850)-420-8592
E-mail: spence.corrao@daikinapplied.com

**CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024**

Scope of Equipment

Daikin Applied Americas, Inc. is pleased to offer the following Equipment proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Daikin Applied will provide the following equipment only as listed below.

1. 3 Head mini split (multiport) 208-230 1 phase W/18,000, 12,000, 9,000 with line set (25', 50', 50 respectively) & control wire.
2. 4-Ton split system straight cool with gas furnace 208-230 3 phase with line set 50'.
3. 2.5-Ton split system straight cool with gas furnace 208-230 1 phase with line set 50'.
4. 5-Ton split system straight cool with gas furnace 208-230 1 phase with line set 50'.
5. 3.5-Ton split system straight cool with gas furnace 208-230 1 phase with line set 50'.

Shipping to first destination

Not Included: Coil Coatings, Programmable Thermostat, Disconnect, Smoke Detector, Extended Warranty, Labor Warranty, anything not listed above.

Customer to provide shipping instructions if proposal is accepted.

No Labor is included.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Equipment proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$26,936.90 **Twenty Six Thousand, Nine Hundred Thirty Six dollars and Ninety cents**

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
5489 Old Bethel Rd.

Crestview, FL
32536

Accepted by:
Faye Douglas
(Print Full Legal Name of Customer)
[Signature]
(Signature)
OMB DIRECTOR
(Title)
08.24.2021
Date:

Approved by:
Kyle Hubbel
(Print Full Legal Name of Daikin Applied Representative)
[Signature]
(Signature)
District Manager
(Title)
8/20/2021
Date:

Note: This Agreement is subject to final approval by Daikin Applied.



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024

DAIKIN, OMNIA PUBLIC EQUIPMENT PROPOSAL



2-7.5 Split Systems Equipment Only for Brackin Building

5489 Old Bethel Rd.
Crestview, FL 32536

OMNIA[®]
PARTNERS

License #: CMC056831
Certified Proposal #: R200401-FL-311990
OMNIA Membership #: 1139518

Prepared for:

Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
7/28/2021

Prepared by:

Anthony 'Spence' Corneo
Sales Technician
Pensacola District
Phone: (850)-420-8592
E-mail: spence.corneo@daikinapplied.com

Scope of Equipment

Daikin Applied Americas, Inc. is pleased to offer the following Equipment proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Daikin Applied will provide the following

Qty-(2)-Lennox Split System Heat Pump Unit, 460/3/60, 7.5 Ton Nominal Capacity, 2-Stage Compressor, Multi-Stage Air Volume, Electric Heat, Low Ambient, Coil/Hail Guard, External Filter Rack

Shipping to first destination

Not Included: Coil Coatings, Programmable Thermostat, Disconnect, Smoke Detector, Refrigerant Piping & Specialties, Extended Warranty, Labor Warranty, Anything not listed above

Customer to provide shipping instructions if proposal is accepted.

No Labor is included

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Equipment proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$16,980.69 Sixteen Thousand, Nine Hundred Eighty dollars and Sixty Nine cents

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
5489 Old Bethel Rd.

Crestview, FL
32536

Accepted by:
Jeffrey A Hyde
(Print Full Legal Name of Customer)
Jeffrey A Hyde
(Signature)
Purchasing Manager
(Title)
08/12/2021
Date:

Approved by:
Kyle Hubbel
(Print Full Legal Name of Daikin Applied Representative)
Kyle Hubbel
(Signature)
District Manager
(Title)
8-12-2021
Date:

Note: This Agreement is subject to final approval by Daikin Applied.



CONTRACT#: C19-2824-WS
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024

DAIKIN APPLIED, OMNIA PUBLIC SERVICE & REPAIR PROPOSAL



Okaloosa Water Department Repairs from
Inspection

OMNIA
PARTNERS

1804 Lewis Turner Blvd #300
Fort Walton Beach, FL 32547

OMNIA Certified Proposal Number: R200461-FL-31830
Proposal #: Q-00067162
License #: CMC006831

Prepared for:

Randy Overy
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
4/18/2021

Prepared by:

Anthony 'Spence' Corrao
Sales Technician
Tampa District
Phone: (850)-420-8692
E-mail: spence.corrao@daikinapplied.com



Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied agrees to provide the following repairs as described in the scope of work below.

Chiller 1

Model: 30RAP0456FA00100

Serial: 2512Q45425

- Lock out tag out chiller 1 per Daikin safety protocol.
- Remove failed condenser fan motor and blade.
- Supply and install new fan motor and blade.
- Replaced failed circuit breaker for condenser fans.
- Install new thermometers on chilled water piping.

Chiller 2

Model: 30RAP0456FA00100

Serial: 2511Q42616

- Lock out chiller 2 per Daikin safety protocol.
- Replace entering and leaving chilled water temp sensors.
- Replace RGT temp sensor on circuit 2.
- Install new thermometers on chilled water piping.

Item	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Condenser fan motor	\$1200.80	1	0.85	\$1020.68
2	Fan prop kit	\$469.76	1	0.85	\$399.29
3	Temp sensor	\$208.95	3	0.85	\$532.82
4	Circuit breaker	\$10.55	1	0.85	\$8.96
5	Pipe well thermometer	\$146.51	4	0.85	\$498.13
6	Labor	\$106.00	13	.90	\$1240.20
7	Shipping	\$231.80	1	1	231.80
Total Net Rounded					\$3931.88

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.



Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$3,931.88 Three Thousand, Nine Hundred Thirty One dollars and Eighty Eight cents

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
1804 Lewis Turner Blvd #300

Fort Walton Beach, FL
32547

Accepted by: Jeff Littrell

Approved by: Craig Szenay

(Print Full Legal Name of Customer)
Jeff Littrell

DocuSigned by:
(Print Full Legal Name of Daikin Applied Representative)

(Signature)

Craig Szenay

Director

(Signature) BAA1FD875B184AE...
District Manager

(Title)
04/19/2021

(Title)
4/26/2021

Date:

Date:

Note: This Agreement is subject to final approval by Daikin Applied.





Daikin Applied
13600 Industrial Park Blvd.
Minneapolis, MN 55441
Phone: (763) 553-5330

REMIT TO: DAIKIN APPLIED
24827 NETWORK PLACE
Chicago IL 60673
(ADDRESS NOT FOR OVERNIGHT MAIL)
FED. ID.: 41-0404230

INVOICE	
Number	3309412 +++
Invoice Date	24-JUN-21
Purchase Order	SIGNED PROPOSAL
Service Office	Pensacola Service
Service Order	SV2104290112@@1
Customer No	266316
Page	1 of 1

BILL TO:
Attn: Accounts Payable
OKALOOSA COUNTY BOARD OF COMMISSIONERS
302 WILSON ST N
Crestview FL 32536

SHIP TO:
OKALOOSA WATER DEPARTMENT
1804 Lewis Turner Blvd Ste 300
Fort Walton Beach FL 32547

Terms	Due Date	Start Date	Complete Date	Ship Date	Ship Via
DUE UPON RECEIPT		17-MAY-21	17-MAY-21		

Item No.	Qty	Model Number / Description	Extended
		AS PER PROPOSAL Q-00067162 Chiller 1 Model: 30RAP0456FA00 1 00 Serial: 2512Q45425 Remove failed condenser fan motor and blade. Supplied and installed new fan motor and blades. Replaced failed circuit breaker for condenser fans. Install new thermometers on chilled water piping. Chiller 2 Model: 30RAP0456FA00 1 00 Serial: 2511Q42616 Replaced entering and leaving chilled water temp sensors. Replaced RGT temp sensor on circuit 2. Install new thermometers on chilled water piping. 1 Condenser fan motor \$1200.80 QTY:1 0.85 \$1020.68 2 Fan prop kit \$469.76 QTY:1 0.85 \$399.29 3 Temp sensor \$208.95 QTY:3 0.85 \$532.82 4 Circuit breaker \$10.55 QTY:1 0.85 \$8.96 5 Pipe well thermometer \$146.51 QTY:4 0.85 \$498.13 6 Labor \$106.00 QTY:13 .90 \$1240.20 7 Shipping \$231.80 QTY:1 \$231.80 Total Net Rounded SERIAL# 2512Q45425.	
1	1	Flat Rate Charge	3,931.88

IF YOU HAVE QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT (813-621-8440). THANK YOU FOR YOUR BUSINESS.

Subject to Daikin Applied's standard terms and conditions (Form #2F-1216-REV). IF these terms and conditions are not on file, contact Daikin Applied at (763) 553-5330. Past due accounts are subject to interest charges.	SUBTOTAL	TAX	FREIGHT	TOTAL
	3,931.88	0.00	0.00	3,931.88



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024

DAIKIN APPLIED, OMNIA PUBLIC SERVICE & REPAIR PROPOSAL



**Emerald Coast Convention
Center Pump Repairs**

OMNIA[®]
PARTNERS

1250 Miracle Strip Pkwy SE
Fort Walton Beach, FL 32548

OMNIA Certified Proposal Number: R200401-FL-311093
Proposal #: Q-00069652
License #: CMC056831
OMNIA Membership #:1139518

Prepared for:

Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
5/25/2021

Prepared by:

Anthony 'Spence' Corrao
Sales Technician
Tampa District
Phone: (850)-420-8592
Email: spence.corrao@daikinapplied.com

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied agrees to provide the following repairs as described in the scope of work below.

- Lock out and tag out Trane chiller evaporator pump assembly.
- Disconnect electrical to pump.
- Isolate evaporator pump and drain.
- Remove evaporator motor and pump assembly.
- Rebuild motor installing new bearings and end bell housing.
- Rewind and dip motor.
- Rebuild pump installing new bearings and pump seals.
- Reinstall pump and motor assembly installing new volute gaskets.
- Reconnect electrical and return pump to service.
- Monitor operation and notify customer if found any more deficiencies.

Item	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Pump and motor rebuild	\$5329.84	1	0.85	\$4530.36
2	Labor Cat 2	\$106.00	18	0.90	\$1717.20
Total Net Rounded					\$6247.56

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$6,247.56 Six Thousand, Two Hundred Forty Seven dollars and Fifty Six cents

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

**All billings are due immediately upon Receipt*

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
1250 Miracle Strip Pkwy SE

Fort Walton Beach, FL
32548

Accepted by:
Jeffrey A Hyde
(Print Full Legal Name of Customer)
Jeffrey A Hyde
(Signature)
Purchasing Manager
(Title)
05/25/2021
Date:

Approved by:
Kyle Hubbel
(Print Full Legal Name of Daikin Applied Representative)
Ka Hubbel
(Signature)
District Manager
(Title)
5/25/2021
Date:

Note: This Agreement is subject to final approval by Daikin Applied.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2021

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. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com	CONTACT NAME: GeeAnn Missi PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Louisville.CertRequest@marsh.com	FAX (A/C, No): 212-948-0804
	INSURER(S) AFFORDING COVERAGE	
CN101863513-DAA-GAWUE-21-22 2823 Browne SO 2022	INSURER A : Mitsui Sumitomo insurance USA Inc	22551
INSURED Daikin Applied Americas Inc. dba Daikin Applied 13600 Industrial Park Boulevard Minneapolis, MN 55441	INSURER B : Sentry Insurance A Mutual Co	24988
	INSURER C : Sentry Casualty Company	28460
	INSURER D : Travelers Casualty And Surety Company Of America	31194
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CLE-006439458-09 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$400,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL 2122557	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BVR8406442 (AOS) BVM8803074 (MA)	04/01/2021 04/01/2021	04/01/2022 04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE \$ 350,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UMB5700287	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90-20216-02 (Daikin Ded.) 90-20216-03 - (Daikin Retro) 'Deductible: \$500,000'	04/01/2021 04/01/2021	04/01/2022 04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Manufacturers E&O			106892185	04/01/2021	04/01/2022	Limit 5,000,000 SIR 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County Board of County Commissioners is/are included as additional insured (except workers compensation and Manufacturers E&O) where required by written contract and allowed by law. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operation applicable where required by written contract and allowed by law.

CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 5479 Old Bethel Road Crestview, FL 32536	CA 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 of Marsh USA Inc. John C Logan
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DAIKIN APPLIED, OMNIA PUBLIC SERVICE & REPAIR PROPOSAL



Emerald Coast Convention Center Cooling Tower Repairs



1250 Miracle Strip Pkwy SE
Fort Walton Beach, FL
32548

OMNIA Certified Proposal Number: FL-R200401-309623
Proposal #: Q-00063712
License #: CMC056831

Prepared for:

Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
2/16/2021

Prepared by:

Anthony 'Spence' Corrao
Sales Technician
Tampa District
Phone: (850)-420-8592
E-mail: spence.corrao@daikinapplied.com



Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied agrees to perform the following repairs as described in the scope of work below.

- Lock out and tag out cooling towers 1 and 2
- Drain basins on both cooling towers and remove damaged basin heaters.
- Supply and install 2 new basin heaters one for each cell.
- Supply and install 2 new belts for each cell on cooling towers.
- Remove damaged vibration switches and supply and install 2 new vibration switches.
- Remove damaged basin temperature sensor and provide and install new sensor.
- Backfill cooling towers and return to service

Item	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Labor (cat 2)	\$ 106.00	20	0.90	\$ 1908.00
2	Basin Heater	\$ 1927.27	2	0.85	\$ 3276.36
3	Basin Sensor	\$ 1723.64	1	0.85	\$ 1465.09
4	Belts	\$ 194.55	2	0.85	\$ 330.73
5	Vibration Switch	\$2618.18	2	0.85	\$4450.90
6	Electrical Fittings	\$275.00	1	0.85	\$233.75
Total net					\$ 11664.83

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Service & Repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$11,664.83 Eleven Thousand, Six Hundred Sixty Four dollars and Eighty Three cents

****Price does not include applicable sales tax***

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

***All billings are due immediately upon Receipt**

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
1250 Miracle Strip Pkwy SE

Fort Walton Beach, FL
32548

Accepted by:

Approved by: Craig Szenay

(Print Full Legal Name of Customer)

DocuSigned by:
(Print Full Legal Name of Daikin Applied Representative)

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde
(Signature) Date: 2021.02.24 16:27:07 -06'00'

Craig Szenay
(Signature) BAA1FD875B184AE...

(Title)

District Manager

Date:

(Title)
2/26/2021

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



DAIKIN APPLIED, OMNIA PUBLIC MAINTENANCE AGREEMENT PROPOSAL



Liebert Unit MA Multi-Site

5489 Old Bethel Rd.
Crestview, FL
32536

OMNIA Certified Proposal #: R200401-FL-309081
License #: CMC056831

OMNIA[®]
P A R T N E R S

Prepared for:

Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
02/11/2021

Prepared by:

Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 **Mobile:** +1 813-299-3522
E-mail: kyle.hubbel@daikinapplied.com

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied will provide the following:

- One annual inspection per year
- Three operational inspections per year
- Wash the condenser coils including chloride remover on every inspection.
- Replace belts on the annual as needed. Belts to be supplied by the customer.
- Replace air filters on each inspection. Filters to be provided by the customer.
- Pull and clean the sump pumps on the annual where appropriate
- Check glycol level where appropriate
- Clean the humidifier drain pans annually where appropriate
- Humidify canisters are not included and will be quoted separately if needed

Okaloosa County Courthouse Annex 1940 Lewis Turner Blvd, Fort Walton Beach, FL 32547 \$11,946.00

CRU1-ROOM 1-T021- LIEBERT-MMD20W3X0E70/1034N202256

CRU2-ROOM 1-T020- LIEBERT-MCD38W3AH7/1034N202262

CRU3-ROOM SECURITY- LIEBERT-MMD36E7A0ED0/1034N202295

CRU4-ROOM 2-518- LIEBERT- MCD69W3AH7/1034N202268

CRU5-ROOM 2-701/702- LIEBERT-MCD38W3AH7/1034N202248

CRU6-ROOM 2-Y021- LIEBERT-MMD20W3X0E70/1034N202253

CRU7-ROOM 2-T020- LIEBERT-MCD38W3AH7/1034N202266

CRU8-ROOM 3-Y021- LIEBERT-MMD20W3X0E70/1034N202258

CRU9-ROOM 3-T020- LIEBERT-MMD36E7A0ED0/1034N202284

Dry Cooler-ROOF- LIEBERT-DS0466A/C19GT2A049

Okaloosa County Administration Building 1250 N Eglin Pkwy Suite, Shalimar, FL 32579 \$4,123.00

CRAC 1-3RD FLOOR ROOM-LIEBERT-VSO35DDAOE1124S/C15A8E0002

CONDENSER 1-GROUND- LIEBERT-TCDU205-AS6543/C15A2F3161

EOC 100 E College Blvd, Niceville, FL 32578 \$5,822.00

CRU1- LIEBERT-BF071SAME1544A/NO9M7402**

CRU2- LIEBERT-BF071SAME1544A/NO9M7402**

CRU3- LIEBERT-BF071SAME1544A/NO9M740207

CRU4- LIEBERT-BF071SAME1544A/NO9M740208

CRU5- LIEBERT-BF071SAME1544A/NO9M740206

CRESTVIEW COURTHOUSE 101 E James Lee Blvd, Crestview, FL 32536 \$6,634.00

CRU1- LIEBERT-PX029UA1CDC648/Y17H6S0155

CONDENSER 1- LIEBERT-MCM040E1YD1612/Y17HAY0062

CRU2- LIEBERT-PX029UA1CDC648/Y17H6S0156

CONDENSER 2- LIEBERT-MCM040E1YD1612/Y17HAY0063

OKALOOSA COUNTY FIBER HUB 602 N PEARL ST. UNIT C CRESTVIEW, FL 32536 \$6,634.00

CRAC 1- LIEBERT-PX029CA1CDA291/Y16D6S0107

CONDENSER 1- LIEBERT-MCM040E1YDE641/Y16DAY0109

CRAC 2- LIEBERT-PX018UA1CDE591/Y19C6S0183

CONDENSER 2- LIEBERT-MCS028E1YDM265/Y19CAX0050

Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life.

Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 5 year(s) beginning on 3/1/2021 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be in Arrears as follows: on the last day of each Quarter beginning on 3/1/2021 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$8,789.75 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.

Standard Exclusions:

- All work to be performed during 'normal working hours'.

OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$35,159.00 Thirty Five Thousand, One Hundred Fifty Nine dollars and Zero cents

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached. Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*:

*All billings are due immediately upon Receipt

Discounts: 10% Labor, 15% parts

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
5489 Old Bethel Rd.

Crestview, FL
32536

Accepted by:
Faye Douglas

Approved by:
Craig Szenay

(Print Full Legal Name of Customer)
Faye Douglas

(Print Full Legal Name of Daikin Applied Representative)
Craig Szenay

(Signature)
OMB Director

(Signature)
District Manager

(Title)
February 18, 2021

(Title)
2/22/2021

Date:

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Computer Room Air Conditioning Units - (CRAC)

Manufacturer/Model/Serial: LIEBERT|MMD20W3X0E70|1034N202256,
LIEBERT|MCD38W3AH7|1034N202262,
LIEBERT|MMD36E7A0ED0|1034N202295,
LIEBERT|MCD69W3AH7|1034N202268,
LIEBERT|MCD38W3AH7|1034N202248,
LIEBERT|MMD20W3X0E70|1034N202253,
LIEBERT|MCD38W3AH7|103N202266,
LIEBERT|MMD20W3X0E70|1034N202258,
LIEBERT|MMD36E7A0ED0|1034N202284,
LIEBERT|VSO35DDAOEH124S/TCDU205-AS6543|C15A8E0002/C15A2F3161,
LIEBERT|BF071SAME1544A|N09M7402**,
LIEBERT|BF071SAME1544A|N09M7402**,
LIEBERT|BF071SAME1544A|N09M740207,
LIEBERT|BF071SAME1544A|N09M740208,
LIEBERT|BF071SAME1544A|N09M740206,
LIEBERT|PX029UA1CDC648/MCM040E1YD1612|Y17H6S0155/Y17HAY0062,
LIEBERT|PX029UA1CDC648/MCM040E1YD1612|Y17H6S0156/Y17HAY0063,
LIEBERT|PX029CA1CDA291/MCM040E1YDE641|Y16D6S0107/Y16DAY0109,
LIEBERT|PX018UA1CDE591/MCS028E1YDM265|Y19C6S0183/Y19CAX0050

Annual Inspection:

Check in with facility maintenance manager to discuss any operating issues or deficiencies.

Check unit for proper operation, interlocks, controls, and excessive noise or vibration.

Tighten all starter, motor, and control connections.

Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.

Meg compressor motor and record readings.

Inspect air filters and/or media. Replace or clean if part of the service agreement. *

Visually inspect coils for damage, obstructions, and cleanliness.

Inspect water pump(s). *

Inspect chilled water piping and valves for leakage; check condition of unit and pipe insulation.

Clean and blowout water coil strainers.

Clean condensate trap.

Check condensate pump operation. *

Check ductwork for condensation and air leaks at the unit. *

Check condition of ductwork flexible connections.

Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.

Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *

Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)

Operate water coil vent and drain valves.

Check and Lubricate motor and fan bearings, screws, and motor mounts.

Check vibration isolation pads and springs. *

Check motor operating voltage and amperages.

Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage.

Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. *

Check compressor operation.
Check operation of crankcase heater. *
Check operation of low ambient control devices. *
Check for proper chilled and glycol water flow and heat exchange.
Check operation of unit control module. *
Review all microprocessor diagnostic codes. *
Start unit and check operation of microprocessor, thermostats, and/or controls. Verify proper set points.
Check sight glass(es) for flashing / moisture and/or oil presence. *
Check thermometer, relative humidity, and pressure gauge operation. Verify calibration.
Inspect humidifier. *
Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Operational Inspection:

Check in with facility maintenance manager to discuss any operating issues or deficiencies.
Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
Inspect air filters and/or media. Replace or clean if part of the service agreement. *
Visually inspect coils for damage, obstructions, and cleanliness.
Inspect water pump(s). *
Inspect evaporator drain pan and condensate trap for cleanliness. *
Check condition of ductwork flexible connections.
Check condensate pump operation. *
Inspect humidifier. *
Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *
Check and Lubricate motor and fan bearings, screws, and motor mounts.
Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage.
Check compressor operation. Check oil level in compressor. *
Check operation of crankcase heater. *
Check operation of low ambient control devices. *
Review all microprocessor diagnostic codes. *
Start unit and check operating and safety controls.
Check sight glass(es) for flashing / moisture and/or oil presence. *
Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Preventative Maintenance:

Humidifier equipment inspection and maintenance.
Install anti-microbial tablet(s) in condensate pan. *

Filters and Belts:

Replace air filter(s).

Dry Coolers - Air cooled fluid cooler

Manufacturer/Model/Serial: LIEBERT|DS0466A|C19GT2A049

Annual Inspection:

Check in with facility maintenance manager to discuss any operating issues or deficiencies.

Check unit for proper operation, interlocks, controls, and excessive noise or vibration.

Tighten all starter, motor, and control connections.

Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.

Visually inspect coils for damage, obstructions, and cleanliness.

Check condition, operation, and proper liquid/air levels in expansion tank. *

Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)

Check and Lubricate motor and fan bearings, screws, and motor mounts.

Check operation and settings of fan cycling, fan speed, and temperature controls. *

Check for proper flow and heat exchange.

Check operation of regulating valves, flow safeties, changeover controls, and pumps. *

Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.

Check condition of piping, valves, hoses, supports, gauges, and thermometers. Compare with operating controls.

Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Operational Inspection:

Check in with facility maintenance manager to discuss any operating issues or deficiencies.

Check unit for proper operation, interlocks, controls, and excessive noise or vibration.

Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.

Visually inspect coils for damage, obstructions, and cleanliness.

Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)

Check operation and settings of fan cycling, fan speed, and temperature controls. *

Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.

Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Preventative Maintenance:

Perform Glycol concentration test and record freeze protection level. (Adjustment of glycol concentration not included.)

Coils Services:

Chemical cleaning of condenser coil(s).



July 10, 2020

Proposal #: Q-00047723

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
5489 Old Bethel Rd.
Crestview, FL 32536

Re: **PM 4 on chillers, AHU's, and Boilers**
Contract # C04378

Site: **OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS– Multi-Site**

OMNIA Public Certified Proposal Number: R150505-FL-307233

Proposal is in accordance with Region 4 ESC Contract #R150505 available via OMNIA Partners.

Thank you for your continued confidence in our ability to meet your HVAC needs this past year. We appreciate your business and look forward to serving you in the coming year.

This notice provides an amendment of the original equipment and scope and includes an increase as a result of additional equipment, added coil cleaning and is per the original terms and conditions of the agreement (*does not include applicable taxes*).

Adjustments have been made in red.

Site 1-South Courthouse Annex 1940 Lewis Turner Blvd, Fort Walton Beach, FL 32547

Annual \$8,984.68 Quarterly \$2,246.17

Daikin AWV016AJJNKK00/STNU190300246

New chiller to include condenser coil cleanings quarterly now per the IOMM of the chiller and be cleaned each time with Eviroclean and Chloride DTS

McQuay OAH025GDAC/ FBOU100700895

McQuay OAH025GDAC/ FBOU100700911

McQuay OAH025GDAC/ FBOU100700945

McQuay OAH030GDAC/ FBOU100700961

McQuay OAH021GDAC/ FBOU100700969

McQuay OAH025GDAC/ FBOU100700971

Bryan Boilers HE-CLM120-W-FDG/98274

Site 2-Water & Sewer Building 1804 Lewis Turner Blvd, Fort Walton Beach, FL 32547

Annual \$4,751.12 Quarterly \$1,187.78

Carrier-30RAP0456FA00I00 /2512Q45425

Carrier-30RAP0456FA00I00 /2511Q42616

6-Carrier AHU's 39LF2082AB1132-T/2492T23624

Site 3-Okaloosa County Administration building 1250 N Eglin Pkwy Shalimar, FL 32579

Annual \$6,499.03 Quarterly \$1,624.76

Trane -CGAM080F/UI5A46480

CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Trane -CGAM080F/UI5A46479
Apex Boiler APX625/65461639
6-Trane AHU's CSAA004UAL00/K14M97958

Site 4-Okaloosa County Jail 1200 E James Lee Blvd Crestview, FL 32539

Annual \$5,457.60 Quarterly \$1,364.40
Trane-RTAE200F/UI4G09527
Boiler Weil-McLain M/N-N/A, S/N-NA
Boiler Rudd GL84A-528/0591F00026

Site 5-Emerald Coast Convention Center 1250 Miracle Strip Pkwy SE, Fort Walton Beach, FL 32548

Annual \$9,941.41 Quarterly \$2,485.35
York- YRTBTCT0-46A/SFLM715340
Trane-RTWD200F/UI17H08945
Cooling Tower with 2 Cells EVAPCO Model # SST29-818 Serial #: MO15725

Site 6-Bracken Building 302 Wilson St N Crestview, FL 32536

Annual \$1,151.85 Quarterly \$287.96
Ray-Pac M/N-N/A, S/N-N/A

The contract renewal term will be 1/1/2021 through 12/31/2025 in the amount of:
\$26,197.12 Twenty Six Thousand, One Hundred and Ninety Seven dollars and Twelve cents
for the following sites.

Site 7-Crestview Courthouse 101 E James Lee Blvd Crestview, FL 32536

Annual \$12,678.64 Quarterly \$3,169.66
Trane RTW100F/UI17G08571
Trane RTW100F/UI17G08570
Evapco USS26-3G17/16-804533
Temtrol WFRSADH55/B000096-002
Temtrol WFRSADH49/B000096-001
Temtrol WFRSADH47/B000096-003
Raypack H7-0850A/1705388993
Raypack H7-0850A

Site 8-Okaloosa County Emergency Management

90 E College Blvd. ,Niceville, FL 32578
Annual \$2,274.16, Quarterly \$568.54
BAC tower for geothermal loop M/N-PFI-1212N-5D407-01, S/N-U191897602-01-01

Site 9-Destin/FWB Airport 1701 State Road 85 North, Eglin AFB, FL 32542

Annual \$11,244.32 Quarterly \$2,811.08
York YVAA0323EXV46BAV/11551M85674442
York YVAA0323EXV46BAV/11551M85674443
Raypack H2-4001/040257422
Raypack H2-4001/040257423



Terms: quarterly billing, due upon receipt
Billed in Arrears

Please confirm this letter by signing below and returning to our District Sales Coordinator, Tina Browne via email at: tina.browne@daikinapplied.com. If you require a purchase order be referenced, please send a copy along with the signed letter.

Thank you very much. We look forward to working with you again this year.

Sincerely,

Kyle Hubbel
Service Sales Technician
Daikin Applied

Should you have any questions regarding this renewal, contact me in the office at +1 850-780-3497 or via email at: kyle.hubbel@daikinapplied.com.

Customer Acknowledgement

Name Robert A. "Trey" Goodwin, Chairman

SEP 29 2020

Date

PO #



**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C19-2824-FM Tracking Number: 3992-20
Procurement/Contractor/Lessee Name: Daikin Applied Grant Funded: YES ___ NO X
Purpose: amendment
Date/Term: 7-30-24
Department #: _____
Account #: _____
Amount: _____
Department: FM Dept. Monitor Name: Bennett

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 3-24-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: no risk elnet for amendment Date: _____
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 3-25-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____
Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, March 25, 2020 9:32 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C19-2824-FM

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, March 24, 2020 4:12 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: C19-2824-FM

Please review and approve.

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Lynn Hoshihara
Sent: Saturday, August 8, 2020 4:53 PM
To: DeRita Mason; 'Parsons, Kerry'
Subject: Re: C19-2824-FM
Attachments: c19-2824-fm second amendment 8.8.20.docx

See my changes attached. With these changes, this is approved by Legal.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, August 5, 2020 5:00:37 PM
To: 'Parsons, Kerry'
Cc: Lynn Hoshihara
Subject: C19-2824-FM

Kerry,

You had previously approved this, but they need to add some additional equipment and updated pricing. I have highlighted the section I updated. They would like to get this on the 18th meeting if possible.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Daikin OMNIA Public Equipment Proposal Brackin Building 20 Ton Split-System Equipment Only

302 Wilson St N
Crestview, FL
32536

Certified Proposal #: R150505-FL-307928

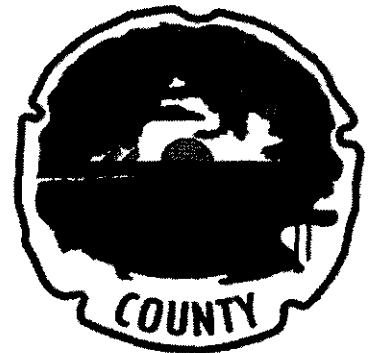
Quote #: Q-00055183

License #: CMC056831

9/9/2020

Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 Mobile: +1 813-299-3522
Email: kyle.hubbel@daikinapplied.com



OMNIA[®]
P A R T N E R S



Scope of equipment

We are pleased to provide equipment pricing for your favorable consideration and review regarding the above referenced project in accordance with the standard terms and condition of sale attached to this document.

Daikin Applied will provide equipment and shipping.

Qty-(1)-Lennox Split System A/C Unit, 208/3/60 AHU, 460/3/60 CU, 20 Ton, Hot Water Coil, Low Ambient 0 deg F, Coil/Hail Guard, 2-Compressors, Multi-Stage Air Volume, External Filter Rack, Dual Circuit

Current Lead time 7-10 Business Days

Not Included: Programmable Thermostat, Coil Coatings, Disconnect, Smoke detector, Electric Heat, Refrigerant Piping & Specialties, Extended Warranty, Labor Warranty, Installation of equipment, Anything not listed above

Equipment will be shipped to

Okaloosa County Public Works Supply

1759 South Ferdon Blvd.

Crestview Fl. 32539



OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this equipment proposal. If you would like us to proceed with ordering the equipment as presented above, please sign the acceptance line below and include a PO# or form of payment and return a copy to place this equipment order. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Pricing Information:

\$18,611.80 Eighteen Thousand, Six Hundred Eleven dollars and Eighty cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Proposal is in accordance with Region 4 ESC Contract #R150505 available via OMNIA Partners.

Billing/Payment Terms*: All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
302 Wilson St N
Crestview, FL
32536

Accepted by:

Faye Douglas

(Print Full Legal Name of Customer)

Faye Douglas Digitally signed by Faye Douglas
Date: 2020.09.18 10:40:23 -05'00'

(Signature)

OMB Director

(Title)

09.18.2020

Date:

Approved by:

Craig Szenay

(Print Full Legal Name of Daikin Applied Representative)

Craig Szenay
BAA1FD875B184AE...

(Signature)

District Manager

(Title)

9/21/2020

Date:

Certified Proposal #: R150505-FL-307928

Note: This Agreement is subject to final approval by Daikin Applied.



**DAIKIN APPLIED AMERICAS INC.
Terms & Conditions of Sale (North America)**

1. Terms of Agreement: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company offers to sell the materials, equipment or services indicated, including but not limited to those products sold under the brand name Daikin only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

2. Price Policy: All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.

3. Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

4. Shipping Terms: All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

5. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier, and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

6. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

7. Cancellations: Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

8. Shipment Dates: Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

9. Returns: Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

10. Limited Warranty: Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF

ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than as published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

11. Warranty Exclusions: Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company; (e) have been exposed to contaminants, or corrosive agents, chemicals, or minerals, from the water supply source, or (f) have not been fully paid for by Owner. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

12. Limitation on Liability; Indemnity: Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

13. Infringement: Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.

14. Disputes and Choice of Law: This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

15. Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Daikin Parts Proposal ECCC Cooling Tower Pulley

1250 Miracle Strip Pkwy SE
Fort Walton Beach, Florida
32548

Proposal #: Q-00053117
License #: CMC056831
8/6/2020

Prepared for:
Allen Lassiter

OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 Mobile: +1 813-299-3522
Email: kyle.hubbel@daikinapplied.com



Scope of Parts

We are pleased to provide part(s) pricing for your favorable consideration in accordance with the standard terms and condition of sale attached to this document.

Daikin Applied will provide the following part and shipping. No labor is included

Evapco SST 29-818 with S/N M015725

	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Pulley (Fan)	\$3072.73	1	.85	\$2,611.82
2	Shipping	\$30.00	1	1	\$30.00
	Total net				\$2,641.82



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this part(s) proposal. If you would like us to proceed with ordering the part(s) presented above, please sign the acceptance line below and include a PO# or form of payment and return a copy to place this part(s) order. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Pricing Information:

\$2,641.82 Two Thousand, Six Hundred Forty One dollars and Eighty Two cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the maintenance contract.

Billing/Payment Terms*: All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Allen Lassiter
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
1250 Miracle Strip Pkwy SE
Fort Walton Beach, Florida
32548

Allen Lassiter
Digitally signed by Allen Lassiter
Date: 2020.08.10 13:42:21 -05'00'

Accepted by:

Okaloosa County

(Print Full Legal Name of Customer)

Jennifer Adams
Date: 2020.08.11 06:05:31 -05'00'

(Signature)

Tourist Development Department Director

(Title)

Date:

Approved by:

Craig Szenay

(Print Full Legal Name of Daikin Applied Representative)

Craig Szenay
Date: 2020.08.13 08:56:35 -04'00'

(Signature)

District Manager

(Title)

Date:

Proposal #: Q-00053117

Note: This Agreement is subject to final approval by Daikin Applied.

Charlotte Dunworth

Subject: FW: Tower fan repairs

From: Hubbel, Kyle J. <kyle.hubbel@daikinapplied.com>

Sent: Wednesday, August 5, 2020 4:32 PM

To: Allen Lassiter <alassiter@myokaloosa.com>

Subject: Tower fan repairs

Allen, the tower repair went good today except they found that the pulley is cracked and should be replaced also (please see the attached picture). I will need to get a price on it and let you know. It would just be for the part, labor still covered under the original quote. I will get this to you tmr. Currently they left the tower off like it was before until this gets replaced. Please let me know if you have any questions.



Kyle Hubbel
Service Sales Technician
Daikin Applied
850.780.3497 (Office/Fax)

Kyle.hubbel@daikinapplied.com | www.DaikinApplied.com

This email is not continually monitored throughout the day. For a quicker response time please call 850-780-3497 Ext. 1 to place a service call.

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CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Service & Repair Proposal Boiler Service call and Recommended Repairs

1701 State Road 85N
Eglin AFB, Florida
32542-1498

Proposal #: Q-00052374
License #: CMC056831
7/27/2020



Prepared for:
Jamie Milton
Airports Maintenance Foreman
Destin Fort Walton Beach Airport

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 Mobile: +1 813-299-3522
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Daikin Applied will provide the following parts and labor to complete the following.

- Some labor on this quote was used to trouble shoot the problem on SV2007240150.
- Both Boilers will lite the pilot light but will lock out after that.
- Need to replace the pilot assembly and ignition module since flame is not being detected.
- Install the following parts on the boilers. Will require pulling the burner assemblies out to access the pilot assembly for replacement.
 H2-4001
 S/N 040257423
 1-IGNITION MOD 100% SHUTOFF, 90 SEC LOCKOUT
 1-PILOT ASSEMBLY WITH SPARK ROD

 H2-4001
 S/N 040257422
 1-IGNITION MOD 100% SHUTOFF, 90 SEC LOCKOUT
 1-PILOT ASSEMBLY
- Put boilers back together and check operation.
- Report any other found deficiencies to the customer.

	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Labor (CAT 2)	\$106.00	10	.90	\$954.00
2	Shipping	\$29.41	1	1	\$29.41
3	Ignition Control	\$279.96	2	.85	\$475.93
4	Pilot Assembly	\$194.76	2	.85	\$331.10
Total net					\$1,790.44

Equipment Repair



Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:

- All work to be performed during 'normal working hours'.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$1,790.44 One Thousand, Seven Hundred Ninety dollars and Forty Four cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Jamie Milton
Destin Fort Walton Beach Airport

Site Address:
1701 State Road 85N
Eglin AFB, Florida
32542-1498

Accepted by:

Approved by:

Patrick J. Milton

Craig Szenay

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

Patrick J. Milton

Craig Szenay

(Signature)

(Signature)

Airports Maintenance Foreman

District Managr

(Title)

(Title)

July 28, 2020

Jul 28, 2020

Date:

Date:

Note: This Agreement is subject to final approval by Daikin Applied.

DAIKIN APPLIED AMERICAS INC.



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Daikin OMNIA Public Service & Repair Proposal ECCC Cooling Tower Bearing Replacement

1250 Miracle Strip Pkwy SE
Fort Walton Beach, FL
32548

Certified Proposal #: R150505-FL-307361
License #: CMC056831
7/22/2020

Prepared for:
Allen Lassiter
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 Mobile: +1 813-299-3522
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497



OMNIA[®]
P A R T N E R S



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Daikin Applied will provide the following labor, material, and parts to complete the following work.

Evapco SST 29-818 with S/N M015725

- Shut tower down and lock and tag out.
- Put temporary plywood inside the tower to protect the media fill.
- Remove fan prop hub from the shaft. Proposal does not include a new hub. If this cannot be removed or is found defective, then this and the extra labor required to replace this will be quoted separate.
- Remove fan pulley and bushing to reuse.
- Install the bearing assembly per the Evapco’s technical field instructions.
- Replace the lubrication lines.
- Lubricate the new bearings.
- Install new belt.
- Verify operation and let the customer know if there are any other found deficiencies.

Exclusions

- Crane
- Balancing
- Hub

	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Labor (CAT 2)	\$106.00	62	.90	\$5,914.80
2	Lube Line Kit	\$118.18	1	.85	\$100.45
3	Shaft Kit	\$2,727.27	1	.85	\$2,318.18
4	Belt	\$576.36	1	.85	\$489.91
Total net					\$8,823.34



Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:

- All work to be performed during 'normal working hours'.



OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$8,823.34 Eight Thousand, Eight Hundred Twenty Three dollars and Thirty Four cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions of the maintenance contract.

Proposal is in accordance with Region 4 ESC Contract #R150505 available via OMNIA Partners.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Allen Lassiter
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
1250 Miracle Strip Pkwy SE
Fort Walton Beach, FL
32548

Accepted by:

Approved by:

Jeffrey A Hyde
(Print Full Legal Name of Customer)

Craig Szenay
(Print Full Legal Name of Daikin Applied Representative)

Jeffrey A Hyde
(Signature)

Craig Szenay
(Signature)

Purchasing Manager
(Title)

District Manager
(Title)

07/23/2020
Date:

Jul 23, 2020
Date:

Note: This Agreement is subject to final approval by Daikin Applied.



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Service & Repair Proposal
Administration Building Chiller Leak repair

1250 Eglin Pkwy
Shalimar, FL
32579

Proposal #: Q-00051879
License #: CMC056831
7/20/2020

Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 **Mobile:** +1 813-299-3522
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Daikin Applied will provide the following.

Trane CGAM080/U15A46480

- Recover approximately 74LBS refrigerant from Ckt B
- Repair the refrigerant leak on the side of the discharge tee.
- Evacuate the Ckt.
- Charge the CKt with the recovered refrigerant.
- If additional refrigerant is needed the customer will supply this.
- Report any other deficiencies to the customer.

	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Labor (CAT 2)	\$106.00	16	.90	\$1,526.40
2	Recovery	\$127.27	1	.85	\$108.18
3	Soldering Material	\$36.36	1	.85	\$30.91
Total net					\$1,665.49

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the



Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:

- All work to be performed during 'normal working hours'.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$1,665.49 One Thousand, Six Hundred Sixty Five dollars and Forty Nine cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the maintenance contract.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
1250 Eglin Pkwy
Shalimar, FL
32579

Accepted by:

Approved by:

Jeffrey A Hyde
(Print Full Legal Name of Customer)

Craig Szenay
(Print Full Legal Name of Daikin Applied Representative)

Jeffrey A Hyde
(Signature)

Craig Szenay
(Signature)

Purchasing Manager
(Title)

District Manager
(Title)

07/20/2020
Date:

Jul 20, 2020
Date:

Note: This Agreement is subject to final approval by Daikin Applied.

DAIKIN APPLIED AMERICAS INC.



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Daikin OMNIA Public Service & Repair Proposal

Crestview Courthouse Chiller 1 CKT. 1 Moisture Cleanup

101E James Lee Blvd.
Crestview, FL
32536

Certified Proposal #: R150505-FL-307277

License #: CMC056831

7/14/2020



Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 **Mobile:** +1
Email:
Fax: +1 850-780-3497

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Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Daikin Applied will provide the following.

Trane RTWD100F2F02A1A2/U17G08570

- Due to high moisture levels in two oil samples the following is recommended.
- Recover 124 Lbs of 134A and dispose of.
- Drain the oil from the separator and dispose of.
- Replace the oil filter and associated gasket.
- Replace the LL drier and associated gasket.
- Add new oil to the chiller.
- Evacuate the Ckt.
- Charge the Ckt with customer supplied refrigerant approximately 124 Lbs.
- Run and verify operation.
- Report any other found deficiencies to the customer.

	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Labor (CAT 1)	\$136.00	20	.90	\$2,448.00
2	Oil filter	\$116.65	1	.85	\$99.15
3	Gasket	\$3.16	1	.85	\$2.69
4	LL Drier Kit	\$243.02	1	.85	\$206.57
5	Oil	\$230.49	5	.85	\$979.55
6	Recovery/Disposal	\$127.27	1	.85	\$108.18
7	Oil Disposal	\$18.00	5	.85	\$76.50
	Total net				\$3,920.64



Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:

- All work to be performed during 'normal working hours'.



OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$3,920.64 Three Thousand, Nine Hundred Twenty dollars and Sixty Four cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the OMNIA maintenance contract.

Proposal is in accordance with Region 4 ESC Contract #R150505 available via OMNIA Partners.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
101E James Lee Blvd.
Crestview, FL
32536

Accepted by:

Approved by:

Jeffrey A Hyde
(Print Full Legal Name of Customer)

Craig Szenay
(Print Full Legal Name of Daikin Applied Representative)

Jeffrey A Hyde
(Signature)

Craig Szenay
(Signature)

Purchasing Manager
(Title)

District Manager
(Title)

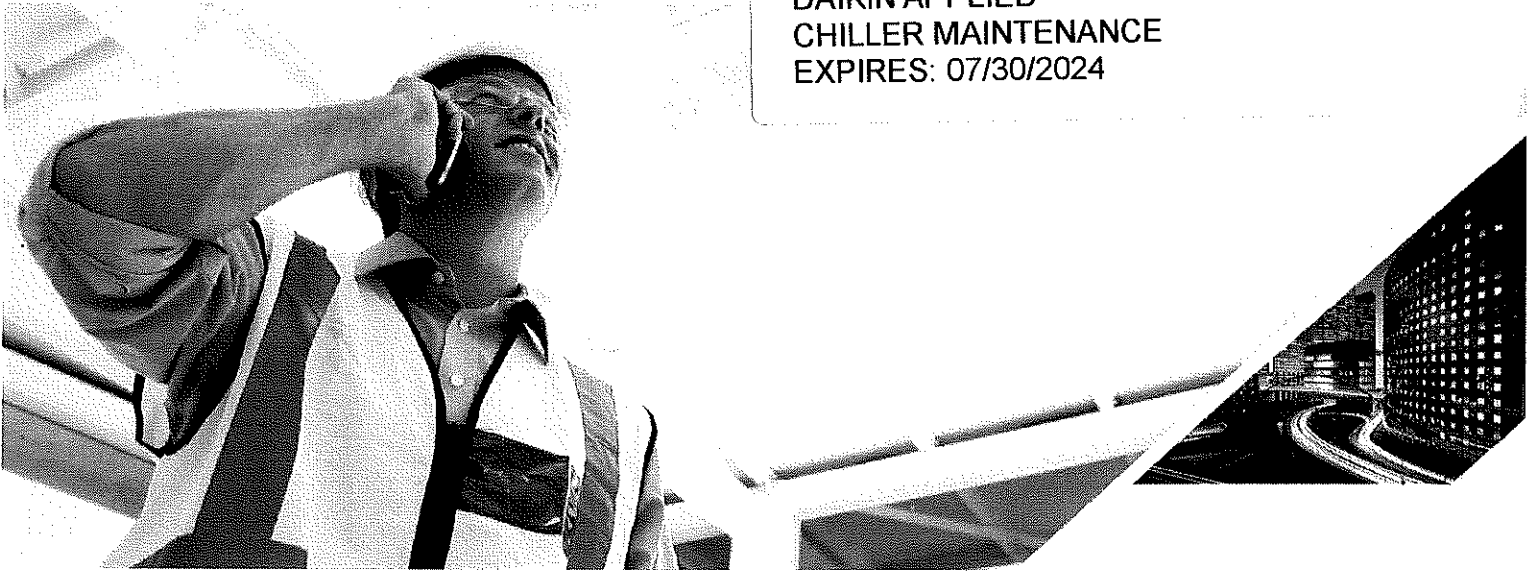
07/20/2020
Date:

Jul 20, 2020
Date:

Note: This Agreement is subject to final approval by Daikin Applied.



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Service & Repair Proposal From Inspection Chiller 2 Leak Check Ckt A

101E James Lee Blvd.
Crestview, FL
32536

Proposal #: Q-00049837
License #: CMC056831
6/16/2020

Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 Mobile: +1 813-299-3522
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Daikin Applied will provide labor, and material to complete the following.

Trane

RTWD100F2F02A1A2AA2A/U17G08571

- Recover refrigerant from Ckt A and weigh.
- Pressurize Ckt with nitrogen and trace gas.
- Leak check Ckt.
- If leak is found and cannot be fixed under the time/material allowed this will be quoted separately.
- Evacuate the Ckt.
- Charge the Ckt with recovered refrigerant. Additional refrigerant will be supplied by the customer.
- Replace Leaving water temperature sensor.
- Verify unit's operation.
- Report any other deficiencies to the customer.

Item	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Labor (CAT 1)	\$136.00	24	.90	\$2,937.60
2	Recovery	\$122.78	2	.85	\$208.72
3	Nitrogen	\$72.73	3	.85	\$185.46
4	Sensor	\$165.95	1	.85	\$141.06
Total net					\$3,472.84



Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:

- All work to be performed during 'normal working hours'.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$3,472.84 Three Thousand, Four Hundred Seventy Two dollars and Eighty Four cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions of the maintenance contract.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
101E James Lee Blvd.
Crestview, FL
32536

Accepted by:

Approved by:

Jeffrey A. Hyde

Craig Szenay

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

Jeffrey A. Hyde
Jeffrey A. Hyde (Jun 29, 2020 15:23 CDT)

Craig Szenay

(Signature)

(Signature)

Purchasing Manager

District Manager

(Title)

(Title)

Jun 29, 2020

6-29-2020

Date:

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILELR MAINTENANCE
EXPIRES: 07/30/2024



**Daikin OMNIA Public Service & Repair Proposal
York Chiller Leak repair**

1250 Miracle Strip Pkwy SE
Fort Walton Beach, Florida
32548



Certified Proposal #: Q-00046729
License #: CMC056831
5/1/2020

Prepared for:
Allen Lassiter
Emerald Coast Convention Center

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 Mobile: +1 813-299-3522
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Daikin Applied will provide the following parts, labor, and material to complete the following work.

- Recover refrigerant from the unit. Chiller nameplate is 650 Lbs 134A
- Replace the leaking valve on the condenser bundle serving the educator.
- Leak check the chiller with nitrogen. If other leaks are found, these repairs will be quoted separately.
- Evacuate the chiller
- Charge chiller with recovered refrigerant.
- Additional refrigerant amount unknown so this will be quoted separately.
- Report any other found deficiencies to the customer.

Item	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Valve	\$447.11	1	.85	\$380.04
2	Seal	\$6.13	1	.85	\$5.21
3	Gasket	\$3.65	1	.85	\$3.10
4	Nitrogen	\$72.73	5	.85	\$309.10
5	Recovery	\$118.18	6	.85	\$602.72
6	Labor (Cat1)	\$136.00	40	0.90	\$4,896.00
7	Freight	\$29.41	1	1	\$29.41
Total net					\$6,225.58



Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:

- All work to be performed during 'normal working hours'.



OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$6,225.58 Six Thousand, Two Hundred Twenty Five dollars and Fifty Eight cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions ^{of the OMNIA contract.} ~~which are attached.~~ *JAH CS*

Proposal is in accordance with Region 4 ESC contract #R150505 available via OMNIA Partners.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Allen Lassiter
Emerald Coast Convention Center

Site Address:
1250 Miracle Strip Pkwy SE
Fort Walton Beach, Florida
32548

Accepted by:

Approved by:

Allen L Lassiter JAH

(Print Full Legal Name of Customer)

Craig Szenay

(Print Full Legal Name of Daikin Applied Representative)

Allen L Lassiter JAH

(Signature)

Craig Szenay

(Signature)

Facilities & Operations Mgr.

(Title)

District Manager

(Title)

5/4/2020

Date:

05/04/2020

Date: May 22, 2020

Purchasing Mgr

Note: This Agreement is subject to final approval by Daikin Applied.

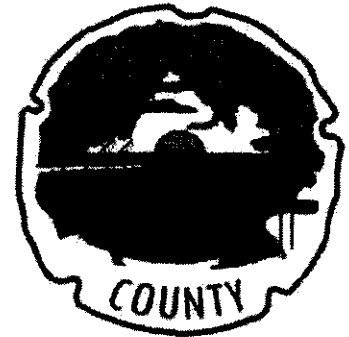
CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILELR MAINTENANCE
EXPIRES: 07/30/2024



Daikin OMNIA Public Project Proposal Okaloosa Jail Boiler Replacement

1200 E. James Lee Blvd
Crestview, FL
32539

Certified Proposal #: R150505-FL-306475
License #: CMC056831
4/21/2020



Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
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Scope of Work

Daikin Applied will provide the equipment, material, and labor to complete the following.

- Provide one new LGB-12 Weil-McClain Boiler to replace existing. 8-10 week lead time.
- Disconnect and demo existing boiler.
- Assemble new boiler.
- Pipe in water piping and gas piping, adjusting were needed.
- Install new thermometers, gauges, and ports.
- Pipe the relief valve to the floor drain.
- Install new gas shut off
- Install new exhaust plenum.
- Reconnect power/existing controls.
- Provide startup of new boiler.
- One-year warranty on new work.
- Boiler includes one-year limited parts manufactures warranty.
- Will deduct \$4,506.67 from total proposal price if customer decides to demo the old boiler out themselves.

Exclusions:

- Customer to provide the permits.
- Gas regulator.
- Black iron duct for the exhaust.

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communication efforts.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.



6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understand this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.



OMNIA Pricing and Payments

Investment Amount and Billing Terms:

Investment required to implement the proposed Okaloosa Jail Boiler Replacement solution

\$55,626.05 Fifty Five Thousand, Six Hundred Twenty Six dollars and Five cents

***Price does not include applicable sales tax**

Pricing and acceptance are based on the execution of a Contractor Agreement in the form attached hereto and subject to final credit approval.

Proposal is in accordance with Region 4 ESC contract #R150505 available via OMNIA Partners.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Note: This Agreement is subject to final approval by Daikin Applied.

Feel free to contact me if you have any questions or concerns regarding the information contained in this Okaloosa Jail Boiler Replacement project proposal. If you would like us to proceed with the solution presented above, sign the contractor agreement acceptance line and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this project and servicing your needs in the future.



CONTRACTOR AGREEMENT

Project No. R150505-FL-306475

This CONTRACTOR AGREEMENT ("Agreement"), effective this 22nd day of May, 202020 ("Effective Date"), is made and entered into by and between OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "Owner") and Daikin Applied Americas Inc. (hereinafter "Contractor").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in the Proposal No. R150505-FL-306475 Dated: 4/22/2020 hereto ("Work"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 1200 E. James Lee Blvd, City of Crestview, State of FL (hereinafter "Property");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("Subcontractors") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement.** Contractor will commence Work on the commencement date ("Commencement Date"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price.** For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in the Proposal hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties.** Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws.** Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance.** At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.



7. **Indemnification.** It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default.**
 - 8.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 - 8.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination.** Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
 - 9.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
 - 9.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to



that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.

12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
13. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
14. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd.
Plymouth, MN 55340

If to Owner:
COMMISSIONERS

OKALOOSA COUNTY BOARD OF COUNTY
Attn: Randy Overly
5489 Old Bethel Rd.
Crestview, FL 32536



The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.

16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.

17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.

18. **Miscellaneous.**

18.1. **Force Majeure.** Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.

18.2. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
Randy Overly
1200 E. James Lee Blvd
Crestview, FL
32539

CONTRACTOR:

Daikin Applied Americas Inc. dba
Daikin Applied

John Hofstad

(Print Full Legal Name of Customer)

(Signature)

Okaloosa County Administrator

(Title)

Date:

5/21/20

Craig Szenay

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

District Manager

(Title)

May 22, 2020

Date:

Proposal #: R150505-FL-306475

License #: CMC056831



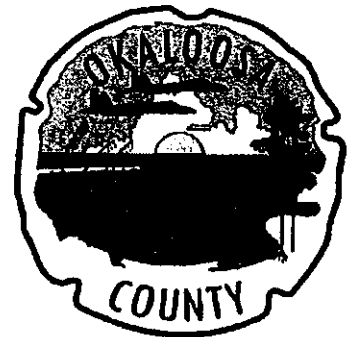
CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Daikin OMNIA Public Project Proposal Health Department RTU replacement

5489 Old Bethel Rd.
Crestview, FL
32536

Certified Proposal #: R150505-FL-306597
License #: CMC056831
5/7/2020



Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 Mobile: +1 813-299-
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497

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Scope of Work

Daikin Applied will provide the following equipment, material, travel, and labor to complete the following.

- Customer to supply permits.
- Customer to supply the crane to remove old units and set new ones.
- Quantity one (1) DP14GM3604041 3-Ton Packaged Gas Heat Unit 208/1/60
- Quantity one (1) DP14GM4806041 4-Ton Packaged Gas Heat Unit 208/1/60
- Quantity Two (2) DP14GM6108041 5-Ton Packaged Gas Heat Unit 208/1/60
 - Heavy-duty stainless-steel heat exchanger
 - High-efficiency scroll compressor with factory-installed sound blanket
 - Variable-speed ECM indoor blower motor
 - Copper tube/aluminum fin condenser coils
 - All-aluminum evaporator coil on 2- to 4-ton units
 - Aluminum-copper evaporator coil on 5-ton units
 - Fully insulated heavy-gauge, zinc-coated steel cabinet with UV-resistant powder-paint finish
 - Aluminum foil-facing internal insulation reinforced with fiberglass scrim
 - Compressor grommets for vibration isolation
 - Convenient access panels
 - Bottom 2" high base rails for easier handling
 - Two-stage gas valve; natural gas
 - Power-assisted combustion
 - AHRI Certified; ETL Listed
 - All blower operation and all safety circuits complete with self-diagnostics
 - Direct-spark ignition system, including a microprocessor-based control for the entire ignition sequence
 - Loss-of-charge protection and high-pressure switch
- Remove and dispose of old units.
- Remove existing curb adaptor and scrap.
- Install new curb adaptors to fit from the original curb to the new unit.
- Install new supply duct work transitions as needed to fit to new curb adaptor with insulation.
- Set new Package roof top units.
- Fasten new RTU's to the curb adaptors.
- Install new condensate PVC p traps with clean outs and unions
- Labor to install all new pipe to drain. Pipe will be clamped to new HDPE pipe stands. Customer to supply materials.
- Install customized disconnect brackets so disconnects are not mounted directly to the curb.
- Modify the electrical as needed using existing disconnect but replacing fuses to meet new MCO/MCOI's.
- Reconnect existing thermostats/thermostat wire to new units. Adjusting length as needed.
- 5 Ton units will get extra wire added to Y2 on existing thermostat.
- Startup of new units.
- 1-year warranty on work provided under this scope and equipment.
- Years 2 through 10 extended Parts and labor warranty. Excludes refrigerant.



- 20-year heat exchanger warranty (part only)

Exclusions

- Gas pipe reconnect. This shall be done under a different job outside this proposals scope.
- Permits
- Crane
- Roofing
- Exclude PVC piping material to pipe to drains.

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communication efforts.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understand this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.



12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.



OMNIA Pricing and Payments

Investment Amount and Billing Terms:

Investment required to implement the proposed Health Department RTU replacement solution

\$58,587.14 Fifty Eight Thousand, Five Hundred Eighty Seven dollars and Fourteen cents

***Price does not include applicable sales tax**

Pricing and acceptance are based on the execution of a Contractor Agreement in the form attached hereto and subject to final credit approval.

Proposal is in accordance with Region 4 ESC contract #R150505 available via OMNIA Partners.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Note: This Agreement is subject to final approval by Daikin Applied.

Feel free to contact me if you have any questions or concerns regarding the information contained in this Health Department RTU replacement project proposal. If you would like us to proceed with the solution presented above, sign the contractor agreement acceptance line and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this project and servicing your needs in the future.



CONTRACTOR AGREEMENT

Project No. R150505-FL-306597

This CONTRACTOR AGREEMENT ("Agreement"), effective this ____ day of _____, 20____ ("Effective Date"), is made and entered into by and between OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "Owner") and Daikin Applied Americas Inc. (hereinafter "Contractor").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in the Proposal No. R150505-FL-306597 Dated: 5/07/2020 hereto ("Work"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 5489 Old Bethel Rd., City of Crestview, State of FL (hereinafter "Property");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work.** Subject to credit approval, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("Subcontractors") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement.** Contractor will commence Work on the commencement date ("Commencement Date"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price.** For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in the Proposal hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties.** Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws.** Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance.** At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.



7. **Indemnification.** It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default.**
 - 8.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 - 8.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination.** Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
 - 9.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
 - 9.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to



The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

- 15. No Waiver. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
- 16. Severability. If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
- 17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
- 18. Miscellaneous.

18.1. Force Majeure. Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.

18.2. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
Randy Overly
5489 Old Bethel Rd.
Crestview, FL
32536

CONTRACTOR:

Daikin Applied Americas Inc. dba
Daikin Applied

John Hofstad

(Print Full Legal Name of Customer)

(Signature)

Okaloosa County Administrator

(Title)

Date:

5/13/20

Craig Szenay

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

District Manager

(Title)

May 13, 2020

Date:

Certified Proposal #: R150505-FL-306597

License #: CMC056831



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024

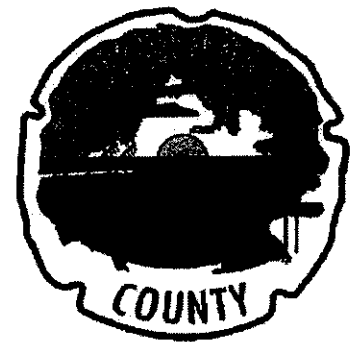


Daikin OMNIA Public Project Proposal

Health Department RTU replacement

5489 Old Bethel Rd.
Crestview, FL
32536

Certified Proposal #: R150505-FL-306597
License #: CMC056831
5/7/2020



Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 Mobile: +1 813-299-
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497

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Scope of Work

Daikin Applied will provide the following equipment, material, travel, and labor to complete the following.

- Customer to supply permits.
- Customer to supply the crane to remove old units and set new ones.
- Quantity one (1) DP14GM3604041 3-Ton Packaged Gas Heat Unit 208/1/60
- Quantity one (1) DP14GM4806041 4-Ton Packaged Gas Heat Unit 208/1/60
- Quantity Two (2) DP14GM6108041 5-Ton Packaged Gas Heat Unit 208/1/60
 - Heavy-duty stainless-steel heat exchanger
 - High-efficiency scroll compressor with factory-installed sound blanket
 - Variable-speed ECM indoor blower motor
 - Copper tube/aluminum fin condenser coils
 - All-aluminum evaporator coil on 2- to 4-ton units
 - Aluminum-copper evaporator coil on 5-ton units
 - Fully insulated heavy-gauge, zinc-coated steel cabinet with UV-resistant powder-paint finish
 - Aluminum foil-facing internal insulation reinforced with fiberglass scrim
 - Compressor grommets for vibration isolation
 - Convenient access panels
 - Bottom 2" high base rails for easier handling
 - Two-stage gas valve; natural gas
 - Power-assisted combustion
 - AHRI Certified; ETL Listed
 - All blower operation and all safety circuits complete with self-diagnostics
 - Direct-spark ignition system, including a microprocessor-based control for the entire ignition sequence
 - Loss-of-charge protection and high-pressure switch
- Remove and dispose of old units.
- Remove existing curb adaptor and scrap.
- Install new curb adaptors to fit from the original curb to the new unit.
- Install new supply duct work transitions as needed to fit to new curb adaptor with insulation.
- Set new Package roof top units.
- Fasten new RTU's to the curb adaptors.
- Install new condensate PVC p traps with clean outs and unions
- Labor to install all new pipe to drain. Pipe will be clamped to new HDPE pipe stands. Customer to supply materials.
- Install customized disconnect brackets so disconnects are not mounted directly to the curb.
- Modify the electrical as needed using existing disconnect but replacing fuses to meet new MCO/MCOP.
- Reconnect existing thermostats/thermostat wire to new units. Adjusting length as needed.
- 5 Ton units will get extra wire added to Y2 on existing thermostat.
- Startup of new units.
- 1-year warranty on work provided under this scope and equipment.
- Years 2 through 10 extended Parts and labor warranty. Excludes refrigerant.



- 20-year heat exchanger warranty (part only)

Exclusions

- Gas pipe reconnect. This shall be done under a different job outside this proposals scope.
- Permits
- Crane
- Roofing
- Exclude PVC piping material to pipe to drains.

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communication efforts.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understand this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.



12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.



OMNIA Pricing and Payments

Investment Amount and Billing Terms:

Investment required to implement the proposed Health Department RTU replacement solution

\$58,587.14 Fifty Eight Thousand, Five Hundred Eighty Seven dollars and Fourteen cents

***Price does not include applicable sales tax**

Pricing and acceptance are based on the execution of a Contractor Agreement in the form attached hereto and subject to final credit approval.

Proposal is in accordance with Region 4 ESC contract #R150505 available via OMNIA Partners.

Billing/Payment Terms*: Billed in full upon completion

***All billings are due immediately upon Receipt**

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Note: This Agreement is subject to final approval by Daikin Applied.

Feel free to contact me if you have any questions or concerns regarding the information contained in this Health Department RTU replacement project proposal. If you would like us to proceed with the solution presented above, sign the contractor agreement acceptance line and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this project and servicing your needs in the future.



CONTRACTOR AGREEMENT

Project No. R150505-FL-306597

This CONTRACTOR AGREEMENT ("Agreement"), effective this ____ day of _____, 20____ ("Effective Date"), is made and entered into by and between OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "Owner") and Daikin Applied Americas Inc. (hereinafter "Contractor").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in the Proposal No. R150505-FL-306597 Dated: 5/07/2020 hereto ("Work"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 5489 Old Bethel Rd., City of Crestview, State of FL (hereinafter "Property");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work.** Subject to credit approval, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting Contractor. Owner agrees that Contractor may retain one or more subcontractors ("Subcontractors") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement.** Contractor will commence Work on the commencement date ("Commencement Date"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price.** For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in the Proposal hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties.** Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws.** Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance.** At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.



7. **Indemnification.** It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default.**
 - 8.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 - 8.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination.** Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
 - 9.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
 - 9.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to



The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

- 15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
- 16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
- 17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
- 18. **Miscellaneous.**
 - 18.1. **Force Majeure.** Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.
 - 18.2. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
Randy Overly
5489 Old Bethel Rd.
Crestview, FL
32536

CONTRACTOR:

Daikin Applied Americas Inc. dba
Daikin Applied

John Hofstad

(Print Full Legal Name of Customer)

(Signature)

Okaloosa County Administrator

(Title)

Date:

5/13/20

Craig Szenay

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

District Manager

(Title)

May 13, 2020

Date:

Certified Proposal #: R150505-FL-306597

License #: CMC056831






Okaloosa County Health Department RTU Replacement

Final Audit Report

2020-05-13

Created:	2020-05-13
By:	Kyle Hubbel (kyle.hubbel@daikinapplied.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB13AJYpFA_xgTZm9q9buikSlo9APg

"Okaloosa County Health Department RTU Replacement" History

-  Document created by Kyle Hubbel (kyle.hubbel@daikinapplied.com)
2020-05-13 - 6:55:16 PM GMT- IP address: 12.229.27.226
-  Document emailed to Craig Szenay (craig.szenay@daikinapplied.com) for signature
2020-05-13 - 6:56:52 PM GMT
-  Email viewed by Craig Szenay (craig.szenay@daikinapplied.com)
2020-05-13 - 8:58:32 PM GMT- IP address: 47.198.27.112
-  Document e-signed by Craig Szenay (craig.szenay@daikinapplied.com)
Signature Date: 2020-05-13 - 8:58:55 PM GMT - Time Source: server- IP address: 47.198.27.112
-  Signed document emailed to Craig Szenay (craig.szenay@daikinapplied.com) and Kyle Hubbel (kyle.hubbel@daikinapplied.com)
2020-05-13 - 8:58:55 PM GMT



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30-2024



Daikin OMNIA Project Proposal

County Jail New 7.5 Ton Heating and Cooling System

1200 E James Lee Blvd
Crestview, Florida
United States, 32539

Certified Proposal #: R150505-FL-305848
License #: CMC056831
2/19/2020



Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 **Mobile:** +1 813-299-
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497

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P A R T N E R S



CONTRACTOR AGREEMENT

Project No. R150505-FL-305848

This **CONTRACTOR AGREEMENT** ("Agreement"), effective this ____ day of _____, 20____ ("Effective Date"), is made and entered into by and between OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "Owner") and Daikin Applied Americas Inc. (hereinafter "Contractor").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in the Proposal No. R150505-FL-305848 Dated: 2/19/2020 hereto ("Work"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 1200 E James Lee Blvd , City of Crestview, State of Florida (hereinafter "Property");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("Subcontractors") to perform the Work through a Subcontract Agreement.
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3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in the Proposal hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.



Scope of Work

Daikin Applied will provide the following equipment, labor, material, and travel to complete the following.

Qty-(1)-Lennox Split System A/C Unit complete with:

- **R-410A**
- **7.5 Ton Nominal Capacity**
- **208/3/60**
- **Single Circuit**
- **2 stage compressor**
- **AHU has a Multi-Stage Air Volume VFD which offers 2 speeds of air flow (66% & 100%).**
- **External Filter Rack Furnished with unit.**
- **Hot Water Coil**
- **Coil/Hall Guard**
- **Low Ambient Kit**
- **Programmable Thermostat**
- **Standard Warranty (5 yr Compressor, 1 yr Parts)**
- Crane to set new condenser unit.
- Demo condenser and evaporator unit
- Modify condenser stand to match new condenser. Secure condenser to stand.
- Set new condenser and evaporator unit.
- Set new AHU on pads.
- Reconnect electrical to units using existing electrical. Customer responsible for changes needed.
- Pipe in Dx, hot water and drainpipe adjusting and replacing pipe as needed to fit new units.
- Install new LL drier on the refrigerant pipe as needed.
- Pressure check new piping and pull vacuum.
- Insulate refrigerant lines and condensate drain only.
- Install new caddy roof pipe stands on Dx pipe.
- Install new hangers on hot water pipe as needed.
- Install new isolation valves, wye strainers and balancing valve for new hot water coil.
- Install new control wire between the condenser and AHU.
- Reseal roof penetration where line-set goes through.
- Install new supply duct transition.
- Install low ambient kit on condenser.
- Install new thermostat.
- Perform startup on new system and record its operation.
- Supply new 410A refrigerant to satisfy the correct charge.
- One year warranty on new work under this scope

Exclusions;

Permits, Customer is responsible for these.

Electrical other than listed above. No new breakers or fuses are included.



Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communication efforts.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understand this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.



3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.



OMNIA Public Pricing and Payments

Investment Amount and Billing Terms:

Investment required to implement the proposed County Jail New 7.5 Ton Heating and Cooling System solution

\$25,553.93 Twenty Five Thousand, Five Hundred Fifty Three dollars and Ninety Three cents

***Price does not include applicable sales tax**

Pricing and acceptance are based on the execution of a Contractor Agreement in the form attached hereto and subject to final credit approval.

Proposal is in accordance with Region 4 ESC contract #R150505 available via OMNIA Partners.

Billing/Payment Terms*: Billed in full upon completion

***All billings are due immediately upon Receipt**

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Note: This Agreement is subject to final approval by Daikin Applied.

Feel free to contact me if you have any questions or concerns regarding the information contained in this County Jail New 7.5 Ton Heating and Cooling System project proposal. If you would like us to proceed with the solution presented above, sign the contractor agreement acceptance line and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this project and servicing your needs in the future.



7. **Indemnification.** It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default.**
 - 8.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 - 8.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination.** Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
 - 9.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
 - 9.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to



that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.

12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
13. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
14. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor: Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd.
Plymouth, MN 55340

If to Owner: OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS
Attn: Randy Overly
5489 Old Bethel Rd.
Crestview, Florida 32536



The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

- 15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
- 16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
- 17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
- 18. **Miscellaneous.**
 - 18.1. **Force Majeure.** Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.
 - 18.2. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
Randy Overly
1200 E James Lee Blvd
Crestview, Florida 32539

Faye Douglas
(Print Full Legal Name of Customer)

[Signature]
(Signature)

(Title)

Date:

CONTRACTOR:

Daikin Applied Americas Inc. dba
Daikin Applied

Craig Szenay
(Print Full Legal Name of Daikin Applied Representative)

[Signature]
(Signature)

District Manager

(Title)

Feb 28, 2020

Date:

Proposal #: R150505-FL-305848

License #: CMC056831






Okaloosa County - Jail Q-00043216

Final Audit Report

2020-02-28

Created:	2020-02-28
By:	Tina Browne (tina.browne@daikinapplied.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAekM0HY-7ExAVj9sqCwQAQAtmMAolEwmc

"Okaloosa County - Jail Q-00043216" History

-  Document created by Tina Browne (tina.browne@daikinapplied.com)
2020-02-28 - 4:42:38 PM GMT- IP address: 47.206.93.161
-  Document emailed to Craig Szenay (craig.szenay@daikinapplied.com) for signature
2020-02-28 - 4:43:24 PM GMT
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-  Document e-signed by Craig Szenay (craig.szenay@daikinapplied.com)
Signature Date: 2020-02-28 - 4:45:26 PM GMT - Time Source: server- IP address: 47.198.27.112
-  Signed document emailed to Kyle Hubbel (kyle.hubbel@daikinapplied.com), Tina Browne (tina.browne@daikinapplied.com) and Craig Szenay (craig.szenay@daikinapplied.com)
2020-02-28 - 4:45:26 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2020

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. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com	CONTACT NAME: GeeAnn Missi	
	PHONE (A/C, No, Ext): 866-966-4664	FAX (A/C, No): 212-948-0804
E-MAIL ADDRESS: Louisville.CertRequest@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Mitsui Sumitomo Insurance USA Inc	22551	
INSURER B : Sentry Insurance A Mutual Co	24988	
INSURER C : Sentry Casualty Company	28460	
INSURER D :		
INSURER E :		
INSURER F :		

CN101863513-DAA-GAWU-20-21 2823 Browne SO 2022

INSURED
Daikin Applied Americas Inc.
dba Daikin Applied
13600 Industrial Park Boulevard
Minneapolis, MN 55441

COVERAGES CERTIFICATE NUMBER: CLE-006439458-02 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$400,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL 2122557	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BVR8406442 (AOS) BVM8803074 (MA)	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE \$ 350,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB5700287	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90-20216-02 (Daikin Ded.) 90-20216-03 (Daikin Retro) Deductible: \$500,000	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County Board of County Commissioners is/are included as additional insured (except workers compensation and Manufacturers E&O) where required by written contract and allowed by law. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law.

C19-2824-FM

CERTIFICATE HOLDER CANCELLATION

Okaloosa County Board of County Commissioners 5479 Old Bethel Road Crestview, FL 32536	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 of Marsh USA Inc. John C Logan
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Daikin Applied Americas Inc. dba Daikin Applied 13600 Industrial Park Boulevard Minneapolis, MN 55441	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Manufacturers E&O COVERAGE:
 Policy # 106892185
 Travelers Casualty & Surety of America , NAIC #31194
 Effective Date: 04/01/2019
 Expiration Date: 04/01/2020
 Limit: \$5,000,000; SIR: \$250,000



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



Service & Repair Proposal

Okaloosa County Water Department Chiller Repairs from inspection

1804 Lewis Turner Blvd #300
Fort Walton Beach, Florida
United States, 32547

Proposal #: Q-00035885

License #: CMC056831

1/27/2020

Prepared for:

Randy Overly

Mechanical Supervisor

OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:

Kyle Hubbel

Service Sales Technician

Pensacola

Phone: +1 850-780-3497 **Mobile:** +1 813-299-3522

Email: kyle.hubbel@daikinapplied.com

Fax: +1 850-780-3497



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Daikin Applied will provide the following part, labor, and travel to complete the following work.

- Per Contract # C19-2824-FM
- Shut North chiller and pump down and isolate the water piping.
- Remove the defective flow sensor.
- Install new flow sensor, same style/brand
- Open isolation valves start pump and chiller back up.
- Put flow switch wiring back, that was modified to use the paddle style flow sensor until this could be replaced.
- Verify operation of the new sensor.
- Perform all the above to the south chiller.
- Replace chiller 1 main control board.
- Recover refrigerant from Chiller 2, Ckt 2 to verify nameplate charge.
- Report any other deficiencies found to the customer.

Item	Item/Description	List, Cost, or Labor Rate \$	Qty.	Discount Multiplier	Net Price
1	Main Control Board	\$2,701.22	1	0.85	\$2,296.04
2	Water flow sensors	\$393.67	2	0.85	\$669.23
3	Recover tank fee	\$125.87	1	0.85	\$106.99
4	Shipping	\$62.50	1	1	\$62.50
4	Travel	\$58.33	1	1	\$58.33
5	Labor (Cat 2)	\$106.00	16	0.90	\$1,526.40
Total net					\$4,719.49

Equipment Repair



Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:

- All work to be performed during 'normal working hours'.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$4,719.49 Four Thousand, Seven Hundred Nineteen dollars and Forty Nine cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
1804 Lewis Turner Blvd #300
Fort Walton Beach, Florida
United States, 32547

Accepted by:

James Jeffrey Littrell
(Print Full Legal Name of Customer)

Jan Jeffrey Littrell
(Signature)

Director
(Title)

1/29/2020
Date:

Jeffrey Hyde

Approved by:

Craig Szenay
(Print Full Legal Name of Daikin Applied Representative)

Craig Szenay
(Signature)

District Manager
(Title)

March 23, 2020
Date:

JAH
Purchasing Mgr
03/24/20

Proposal #: Q-00035885

Note: This Agreement is subject to final approval by Daikin Applied.



DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 1/4% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.



10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.








PROPOSAL Q-00035885

Final Audit Report

2020-03-23

Created:	2020-03-23
By:	Kyle Hubbel (kyle.hubbel@daikinapplied.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABIXsJW0rGLAw7b4F7DsoN_1rMFLHd1

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-  Document created by Kyle Hubbel (kyle.hubbel@daikinapplied.com)
2020-03-23 - 6:15:20 PM GMT - IP address: 76.214.173.92
-  Document emailed to Craig Szenay (craig.szenay@daikinapplied.com) for signature
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-  Email viewed by Craig Szenay (craig.szenay@daikinapplied.com)
2020-03-23 - 6:17:13 PM GMT - IP address: 47.206.93.161
-  Document e-signed by Craig Szenay (craig.szenay@daikinapplied.com)
Signature Date: 2020-03-23 - 6:17:48 PM GMT - Time Source: server- IP address: 47.206.93.161
-  Signed document emailed to Craig Szenay (craig.szenay@daikinapplied.com) and Kyle Hubbel (kyle.hubbel@daikinapplied.com)
2020-03-23 - 6:17:48 PM GMT

CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024

FIRST AMENDMENT TO AGREEMENT C19-2824-FM
(Daikin Applied)

This First Amendment is made and entered into this 17 day of DEC, 2019, and amends cooperative purchase agreement C19-2824-FM, dated July 16, 2019, by and between Okaloosa County, Florida, (hereinafter the "County") and Daikin Applied Americas, dba, Daikin Applied (hereinafter the "Contractor").

WHEREAS, on July 16, 2019, the County and Contractor entered into an agreement, C19-2824-FM, for maintenance on chillers, AHU's and Boilers for Okaloosa County; and

WHEREAS, the County and Contractor wish to add and additional location to the agreement; and

WHEREAS, the County and Contractor wish to add on-call emergency service (24/7, 365 days a year) to the agreement.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C19-2824-FM as follows:

1. C19-2824-FM is hereby amended to update to add the following locations to the maintenance agreement:

Crestview Courthouse
101 E James Lee Blvd.
Crestview, FL 32536
Trane RTW100F/U17G08571
Trane RTW100F/U17G08570
Evapco USS26-3G17/16-804533
Temtrol WFRSADH55/B000096-002
Temtrol WFRSADH49/B000096-001
Temtrol WFRSADH47/B000096-003
Raypack H7-0850A/1705388993
Raypack H7-0850A
Annual \$12,678.64, Quarterly \$3,169.66

Okaloosa County Emergency Management
90 E College Blvd.
Niceville, FL 32578
BAC tower for geothermal loop M/N-TBD, S/N-TBD
Annual \$2,274.16, Quarterly \$568.54

Destin/FWB Airport 1701 State Road 85 North, Eglin AFB, FL 32542
Annual \$11,244.32 Quarterly \$2,811.08
York YVAA0323EXV46BAV/11551M85674442
York YVAA0323EXV46BAV/11551M85674443

Raypack H2-4001/040257422

Raypack H2-4001/040257423

Daikin Applied will provide labor, travel, and material to complete the following work. Filters and belts are not included in this scope.

- This site is in addition to Q-00029109 and will be piggy backing of this quote.
 - Provide one (1) annual per year on equipment. All maintenance on the chillers and boilers will follow the manufactures installation and operational recommended tasks.
 - All chillers will have their coils washed/brushed once per year during the annual inspection. If further cleanings are needed throughout the year and cannot be completed during the time allowed, this will be quoted separately. Cleanings do not include any Enviro-clean or Chloride remover. On coils with coatings and close to salty environments this is recommended four (4) times a year. If this is wanted or needed, then we will quote this separately.
 - A spectrographic oil sample will be taken on every refrigerant Ckt annually. We will provide the results and any recommendations to the customer once processed.
 - Provide three (3) operational inspections per year.
 - Customer to receive 15% off list price for parts per the NIPA contract.
 - Customer to receive 10% off street rate for all labor.
 - All sites to receive a two (2) hour response time.
 - 24/7 365 days a year emergency service is available by calling 850-780-3497. No emergency service is covered in this agreement and will be T&M. Discounted rates will apply for overtime rates also.
 - A service summary, Log sheets, and recommendations will be provided after every inspection.
2. C19-2824-FM is hereby amended to include the following:

In addition to the other services provided, Daikin will provide Okaloosa County on call emergency service 24/7, 365 days a year for their HVAC products as needed, including those that are not part of the maintenance contract. Labor rates will be time and a half for hours outside 8:00am to 5:00pm Monday through Friday and Double time on Sundays and Holidays of the discounted current street rate. Discount rates will be the same as listed in the maintenance agreement of 10% off street labor rate and 15% off list for parts. The hourly rates are listed below:

Cat 1 (Screw and Centrifugal chillers)

- Regular Street rate is \$136.00 Discount is \$122.40
- Overtime Street rate \$204.00 Discount is \$183.60
- Double Time is \$272.00 Discount is \$244.80

C19-2824-FM

Cat 2 (Scroll chillers, boilers)

- Regular Street rate is \$106.00 Discount is \$95.40
 - Overtime Street rate \$159.00 Discount is \$143.10
 - Double Time rate is \$212.00 Discount is \$190.80
3. C19-2824-FM is hereby amended to incorporate the following provision: **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section shall be null and void
4. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

DAIKIN APPLIED AMERICAS, DBA
DAIKIN APPLIED

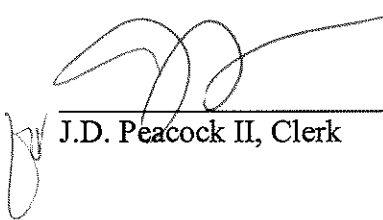



Signature

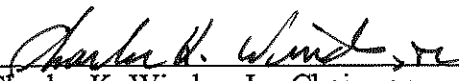
CRAIG SZENAY / DISTRICT MANAGER
Print Name & Title


Date: 12-9-19

OKALOOSA COUNTY, FLORIDA



J.D. Peacock II, Clerk 



Charles K. Windes, Jr., Chairman 

Date: DEC 17 2019

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C19-2824-FM Tracking Number: 349719
Procurement/Contractor/Lessee Name: Dalkin Applied Grant Funded: YES ___ NO X
Purpose: amendment
Date/Term: 9-30-2020
Amount: 37,635.00 yearly
Department: Fm
Dept. Monitor Name: Puckett

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 10-20-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-29-19
_____ Date: _____
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 11-4-19
_____ Date: [Signature]
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Thursday, August 29, 2019 1:23 PM
To: DeRita Mason
Subject: RE: C19-2824-FM Updated Amendment

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, August 26, 2019 8:39 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C19-2824-FM Updated Amendment

Please see updated amendment. I highlighted the portion that changed. I added the pricing to the added unit.

Thank you,

DeRita

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, November 4, 2019 10:56 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C19-2824-FM
Attachments: C19-2824-FM amendment (1).docx

This is approved for legal purposes as revised, see attached

From: DeRita Mason [dmason@myokaloosa.com]
Sent: Monday, November 04, 2019 10:55 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: C19-2824-FM

This is in the initial proposal. Does this work? I attached the contract for your review. It is on page 230.

Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)

http://www.co.okaloosa.fl.us/sites/default/files/contracts/contra_pdf/C19-2824-FM.pdf

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, November 4, 2019 9:35 AM
To: DeRita Mason <dmason@myokaloosa.com>



CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 07/30/2024



OMNIA Public Change Order Proposal EOC Change Order

90 E College Blvd.
Niceville, Florida
United States, 32578

Certified Proposal #: R150505-FL-302120
License #: CMC056831
12/2/2019



Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497

OMNIA[®]
P A R T N E R S



Scope of Work

Daikin Applied will provide the following additional labor, material, and parts to the originally proposed work under Proposal Q-00023796 (R150505-FL-302120)

- Per engineering changes to reflect the drawings submitted on 10/8/2019
 - Add a circulating pump to closed loop tower portion.
 - Add a triple duty valve for this pump.
 - Add pump differential gauge and pipe to the pump.
 - Extra material and pipe to install this pump in a serviceable area.
 - Added electrical to power the pump.
 - 7.5 HP VFD with bypass package to run the pump
 - Add two temperature sensors with water wells to the supply and return of the well water system.
 - Add an outside dewpoint sensor.
 - Add a control panel and program to accommodate the extra inputs and outputs now needed.
 - Add ladder and working platform to the tower.
- Engineering cost increase from when proposal Q-00023796 (R150505-FL-302120) was submitted and when it was accepted.
- Controls cost increase from when proposal Q-00023796 (R150505-FL-302120) was submitted and when it was accepted.
- Chemical cost increase from when proposal Q-00023796 (R150505-FL-302120) was submitted and when it was accepted.
- All warranties for the additional work will be the same as listed on the original certified proposal on page 3 of Q-00023796 (R150505-FL-302120).

Exclusions:

Closed loop water treatment: We are still waiting back on the water samples of the GEO thermal closed loop to determine what is in the water and what will be needed to properly treat the closed loop and to passivate the inside of the heat exchanger in the new cooling tower. This will be quoted separate from this change order. Proper passivating on the inside of the heat exchanger is imperative to the longevity of this new tower and will need to be done when the tower is started.

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communication efforts.



Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understand this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.



8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIA Public Pricing and Payments

Investment Amount and Billing Terms:

Investment required to implement the proposed EOC Change Order solution

\$22,634.98 Twenty-Two Thousand, Six Hundred Thirty Four dollars and Ninety Eight cents

***Price does not include applicable sales tax**

Pricing and acceptance are based on the execution of a Contractor Agreement in the form attached hereto and subject to final credit approval.

Proposal is in accordance with Region 4 ESC contract #R150505 available via OMNIA Partners

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Note: This Agreement is subject to final approval by Daikin Applied.

Feel free to contact me if you have any questions or concerns regarding the information contained in this EOC Change Order project proposal. If you would like us to proceed with the solution presented above, sign the contractor agreement acceptance line and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this project and servicing your needs in the future.



CONTRACTOR AGREEMENT

Project No. R150505-FL-302120

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective this ____ day of _____, 20____ ("**Effective Date**"), is made and entered into by and between OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "**Owner**") and Daikin Applied Americas Inc. (hereinafter "**Contractor**").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("**Subcontractors**") to provide labor and material, to perform the scope of work described in the Proposal No. R150505-FL-302120 Dated: 12/2/2019 hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 90 E College Blvd. , City of Niceville, State of Florida (hereinafter "**Property**");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement**. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in the Proposal hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.



7. **Indemnification.** It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default.**
 - 8.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 - 8.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination.** Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
 - 9.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
 - 9.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.



12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
13. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
14. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd.
Plymouth, MN 55340

If to Owner:
COMMISSIONERS

OKALOOSA COUNTY BOARD OF COUNTY
Attn: Randy Overly
5489 Old Bethel Rd.
Crestview, Florida 32536



The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.

16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.

17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.

18. **Miscellaneous.**

18.1. **Force Majeure.** Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.

18.2. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
Randy Overly
90 E College Blvd.
Niceville, Florida 32578

CONTRACTOR:

Daikin Applied Americas Inc. dba
Daikin Applied

Charles K. Windes, Jr.

(Print Full Legal Name of Customer)

Charles K. Windes, Jr.

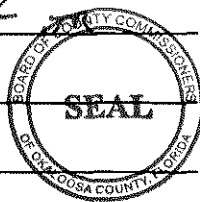
(Signature)

Chairman

(Title)

DEC 17 2019

Date:



CRAIG SZENAY

(Print Full Legal Name of Daikin Applied Representative)

Craig Szenay

(Signature)

DISTRICT MANAGER

(Title)

12-10-2019

Date:

Proposal #: R150505-FL-302120

License #: CMC056831

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 3379-19
Procurement/Contractor/Lessee Name: Daikin Grant Funded: YES ___ NO X
Purpose: Pissyback
Date/Term: 9-30-20 1. GREATER THAN \$100,000
Amount: 33,635.00 yearly 2. GREATER THAN \$50,000
Department: PW 3. \$50,000 OR LESS
Dept. Monitor Name: Anty

Purchasing Review

Procurement or Contract/Lease requirements are met:
Orlando Mac Date: 5-9-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NO feedback Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 5-13-19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 5-23-19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
_____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Monday, May 13, 2019 10:29 AM
To: DeRita Mason
Subject: RE: NIPA MA for multiple sites

Thank you ...this is approved by Risk

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, May 13, 2019 10:21 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: RE: NIPA MA for multiple sites

Will do. Here you go.

Kerry,

I needed to add insurance to this, so I wanted to send you the most recent version to make sure that I added it correctly.

From: Karen Donaldson
Sent: Monday, May 13, 2019 10:04 AM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: RE: NIPA MA for multiple sites

I saw where 13.6 said they had to keep insurance. But I don't see where they talk about limits, etc. I also don't see where Okaloosa County will be added as additional insured.

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, May 23, 2019 2:56 PM
To: DeRita Mason
Cc: Randall Overly
Subject: Re: NIPA MA for multiple sites

This is approved as to legal sufficiency.

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Thursday, May 23, 2019 8:15 AM
To: Lynn Hoshihara
Cc: Randall Overly
Subject: RE: NIPA MA for multiple sites

See updated, I updated the name at the title as well. It was from an old version.

From: Lynn Hoshihara
Sent: Wednesday, May 22, 2019 4:41 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Randall Overly <roverly@myokaloosa.com>
Subject: Re: NIPA MA for multiple sites

Thanks DeRita. Attached are my suggested changes and comment to the draft agreement.

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, May 22, 2019 3:04 PM
To: Lynn Hoshihara
Cc: Randall Overly
Subject: RE: NIPA MA for multiple sites

I think I have everything you need now. See attached and let me know if you need anything further.

From: Lynn Hoshihara
Sent: Wednesday, May 22, 2019 12:55 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: Re: NIPA MA for multiple sites



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2019

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. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com	CONTACT NAME: GeeAnn Missi	
	PHONE (A/C, No, Ext): 866-966-4664	FAX (A/C, No): 212-948-0804
E-MAIL ADDRESS: Louisville.CertRequest@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Mitsui Sumitomo Insurance USA Inc	22551	
INSURER B : Sentry Insurance A Mutual Co	24988	
INSURER C : Sentry Casualty Company	28460	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CLE-006439458-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$400,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL 2122557	04/01/2019	04/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BVR8406442 (AOS)	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
A				BVM8803074 (MA)	04/01/2019	04/01/2020	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							DEDUCTIBLE	\$ 350,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB 5700287	04/01/2019	04/01/2020	EACH OCCURRENCE	\$ 19,000,000
							AGGREGATE	\$ 19,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y / N		90-20216-02 (Daikin Ded.)	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B		N	N / A	90-20216-03 (Daikin Retro)	04/01/2019	04/01/2020	E.L. EACH ACCIDENT	\$ 1,000,000
				Deductible: \$500,000			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County Board of County Commissioners is/are included as additional insured (except workers compensation and Manufacturers E&O) where required by written contract and allowed by law. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 5479 Old Bethel Road Crestview, FL 32536	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 of Marsh USA Inc. John C Logan



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/10/2019, from 8:00 AM to 1:00 PM (EDT).

ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Entity Dashboard

Daikin Applied Americas Inc
DUNS: 172719437 CAGE Code: 3A3W3
Status: Active
Expiration Date: 03/03/2020
Purpose of Registration: All Awards

13600 Industrial Park Blvd
Minneapolis, MN, 55441-3743
UNITED STATES

Entity Overview

Entity Registration

Core Data

Assertions

Reps & Certs

POCs

Exclusions

Active Exclusions

Inactive Exclusions

Excluded Family Members

RETURN TO SEARCH

Entity Overview

Entity Registration Summary

Name: Daikin Applied Americas Inc
Doing Business As: Daikin Applied
Business Type: Business or Organization
Last Updated By: Robert Preston
Registration Status: Active
Activation Date: 03/04/2019
Expiration Date: 03/03/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20190627-1414
WWW1

- Search Records Disclaimers FAPIS.gov
Data Access Accessibility GSA.gov/LAE
Check Status Privacy Policy GSA.gov
About USA.gov
Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**COOPERATIVE PURCHASE AGREEMENT
R150505
NATIONAL IPA, (REGION 4 ESC).**

OKALOOSA COUNTY, Florida, now desires to enter into a Cooperative Purchase Agreement (Piggyback) for HVAC Equipment, Installation, Service & Related Products under the same terms and conditions as the agreement between Daikin Applied Americas, Inc, dba Daikin Applied and National IPA (Region 4 ESC), Contract #R150505, attached hereto as Exhibit "A" and incorporated by reference, with a date of expiration of September 30, 2020, which contract resulted from a competitive procurement.

Okaloosa County has reviewed the contract and RFP results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Daikin Applied hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced contract between Daikin Applied Americas, Inc, dba Daikin Applied and National IPA (Region 4 ESC). All references in the contract between Daikin Applied Americas, Inc, dba Daikin Applied and National IPA (Region 4 ESC), shall be assumed to pertain to, and are binding upon Daikin Applied and Okaloosa County. All references in the contract to "National IPA (Region 4 ESC)" shall be substituted with "Okaloosa County, Florida".

Agreed, accepted and consented to the 16 day of JUL, 2019.

DAIKIN APPLIED

C.F. DISTRICT MANAGER
Signature, Title

6-26-19
Date

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman

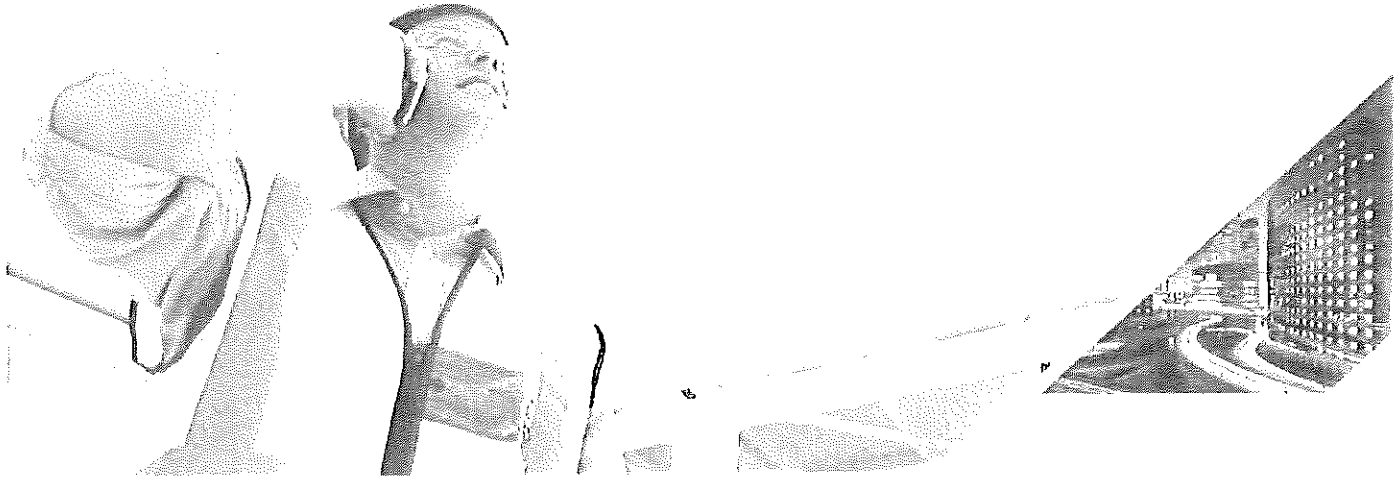
JUL 16 2019
Date



A.J.D. Peacock, II
A.J.D. Peacock, II, Clerk



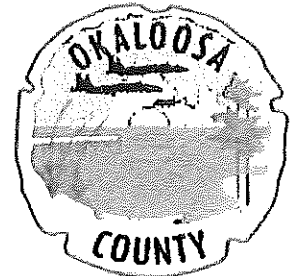
**CONTRACT#: C19-2824-FM
DAIKIN APPLIED
CHILLER MAINTENANCE
EXPIRES: 09/30/2020**



National IPA Daikin Care Maintenance Agreement PM 4 on chillers, AHU's, and Boilers

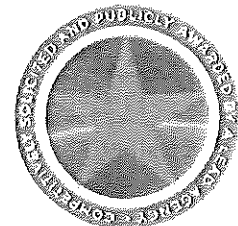
Okaloosa County Finance Dept 302 N Wilson St Suite 203
Crestview, Florida
United States, 32536

Certified Proposal #: R150505-FL-302853
License #: CMC056831
5/7/2019

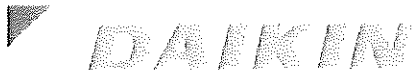


Prepared for:
Randy Overly
Mechanical Supervisor
OKALOOSA COUNTY BOARD OF COUNTY

Prepared by:
Kyle Hubbel
Service Sales Technician
Pensacola
Phone: +1 850-780-3497 Mobile: +1 813-299-3522
Email: kyle.hubbel@daikinapplied.com
Fax: +1 850-780-3497



NATIONAL IPA



A Proven Partner

Our customers count on Daikin Applied to design and manufacture technologically advanced commercial HVAC systems that deliver the highest efficiency and solutions that extend the life their building systems.

Our Company

Daikin Applied is a wholly owned subsidiary of Daikin Industries, Ltd. the largest air conditioning manufacturer in the world. Product innovation is a hallmark at Daikin Applied. Customers rely on products like Magnitude® magnetic bearing chillers, Pathfinder® air cooled chillers, Rebel® rooftop units, SmartSource® water source heat pumps, and Modular Central Plants for exceptional efficiency, reliability, and sustainability.

Our Values

Quality and comfortable air is central to our lives – at work and at play. We strive to improve Indoor Environmental Air Quality in the buildings we serve. Quality people delivering quality products. From concept and design through production and delivery we are committed to making the products you receive a reliable component of your building system.

We continue to challenge ourselves to develop new technologies that minimize energy usages and maximize comfort. Across Daikin, we believe little efforts that individuals can make to protect the environment can add up to big things.

Locations

Daikin Applied has more than six million square feet of manufacturing facilities at 12 plants on three continents. We have locations with more than 5,000 dedicated employees around the world. All our manufacturing facilities in the United States are ISO 9001 certified. For more information, visit www.DaikinApplied.com.

The award-winning Daikin Applied Development Center, at our headquarters in Plymouth, Minnesota, is the world's most advanced facility for HVAC research and development. Every day our people work to develop HVAC technologies that reduce energy consumption and the carbon footprint of the buildings where they will be used.



Daikin Care Plan – Scope of Services

Thank you for selecting Daikin Applied service to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied is pleased to offer the Daikin Care Plan proposal for your consideration.

Scope of Work

Daikin Applied will provide labor, travel, and material to complete the following work. Filters and belts are not included in this scope.

- Provide one (1) annual per year on all equipment. All maintenance on the chillers and boilers will follow the manufactures installation and operational recommended tasks. (York YRTBTCT0-46A will receive oil filter and coolant changes as recommended based on run hours. This is due to the minimal amount of time the chiller is ran).
- All chillers will have their coils washed/brushed once per year during the annual inspection. If further cleanings are needed throughout the year and cannot be completed during the time allowed, this will be quoted separately. Cleanings do not include any Enviro-clean or Chloride remover. On coils with coatings and close to salty environments this is recommended four (4) times a year. If this is wanted or needed, then we will quote this separately.
- If chemical cleanings are needed on a water-cooled chiller this will be quoted separately.
- A spectrographic oil sample will be taken on every refrigerant Ckt annually. We will provide the results and any recommendations to the customer once processed.
- Provide three (3) operational inspections per year.
- Customer to receive 15% off list price for parts per the NIPA contract.
- Customer to receive 10% off street rate for all labor.
- All sites to receive a two (2) hour response time.
- 24/7 365 days a year emergency service is available by calling 850-780-3497. No emergency service is covered in this agreement and will be T&M. Discounted rates will apply for overtime rates also.
- A service summary, Log sheets, and recommendations will be provided after every inspection.
- All tasks to be performed are listed below.

Preventative Maintenance shall be performed quarterly for the following equipment:

Site 1-South Courthouse Annex 1940 Lewis Turner Blvd, Fort Walton Beach, FL 32547

Annual \$6,787.24 Quarterly \$1,696.81

McQuay AWS280ADHESNN-ER10/STNU100800128

McQuay OAH025GDAC/ FBOU100700895

McQuay OAH025GDAC/ FBOU100700911

McQuay OAH025GDAC/ FBOU100700945

McQuay OAH030GDAC/ FBOU100700961

McQuay OAH021GDAC/ FBOU100700969

McQuay OAH025GDAC/ FBOU100700971

Bryan Boilers HE-CLM120-W-FDG/98274



Site 2-Water & Sewer Building 1804 Lewis Turner Blvd, Fort Walton Beach, FL 32547

Annual \$4,751.12 Quarterly \$1,187.78

Carrier-30RAP0456FA00I00 /2512Q45425

Carrier-30RAP0456FA00I00 /2511Q42616

6-Carrier AHU's 39LF2082AB1132-T/2492T23624

Site 3-Okaloosa County Administration building 1250 N Eglin Pkwy Shalimar, FL 32579

Annual \$6,499.03 Quarterly \$1,624.76

Trane -CGAM080F/UI5A46480

Trane -CGAM080F/UI5A46479

Apex Boiler APX625/65461639

6-Trane AHU's CSAA004UAL00/K14M97958

Site 4-Okaloosa County Jail 1200 E James Lee Blvd Crestview, FL 32539

Annual \$4,516.42 Quarterly \$1,129.10

Trane-RTAE200F/UI4G09527

Boiler Weil-McLain M/N-N/A, S/N-NA

Site 5-Emerald Coast Convention Center 1250 Miracle Strip Pkwy SE, Fort Walton Beach, FL 32548

Annual \$9,941.41 Quarterly \$2,485.35

York- YRTBTCT0-46A/SFLM715340

Trane-RTWD200F/U17H08945

Cooling Tower with 2 Cells EVAPCO Model # SST29-818 Serial #: MO15725

Site 6-Bracken Building 302 Wilson St N Crestview, FL 32536

Annual \$1,151.85 Quarterly \$287.96

Ray-Pac M/N-H-0333A-CCAUBCA S/N-0988106109

Additional locations may be added to the contract upon mutual agreement of all parties. Price is subject to change.

Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled downtime by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification.



Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Personnel

Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24-hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Services will be performed by Daikin Applied at an additional cost. Daikin Applied will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.

Standard Exclusions:

- All work to be performed during 'normal working hours.



National IPA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Daikin Care Maintenance Agreement. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 5 year(s) beginning on 8/1/2019 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

This proposal is valid for: 60 Days

Payment will be in arrears as follows: on the last day of each Quarter beginning on 8/1/2019 the (Effective Date) of this agreement, Daikin Applied will provide an invoice in the amount of \$8,408.75 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.



Investment Amount and Billing Terms:

Investment for Daikin Care Plan - Maintenance Agreement is:

\$33,635.00 Thirty-Three Thousand, Six Hundred Thirty-Five dollars, Zero cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.
Proposal is in accordance with Region 4 ESC contract #R150505 available via National IPA.

Randy Overly
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

Site Address:
Okaloosa County Finance Dept 302 N Wilson St Suite
203
Crestview, Florida, 32536
United States

Accepted by:

Approved by:

.....
(Print Full Legal Name of Customer)

Craig Szenay
.....
(Print Full Legal Name of Daikin Applied Representative)

.....
(Signature)

Craig Szenay
.....
(Signature)

.....
(Title)

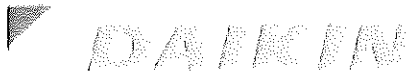
District Manager
.....
(Title)

.....
Date:

May 31, 2019
.....
Date:

Certified Proposal #: R150505-FL-302853

Note: This Agreement is subject to final approval by Daikin Applied.



Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Screw / Rotary/scroll Chillers - Air and Water Cooled

Annual Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Check operation of crankcase heater. *
- Check evaporator shell heaters and controls for freeze protection. *
- Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow)
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check relief valve(s) for leakage.
- Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. *
- Ensure all safety and operating controls are set within factory specifications.
- Check microprocessor for proper setup and operation. *
- Check operation of electronic expansion valve. *
- Check operation of load/unload solenoid valves.
- Test differential oil pressure switch for proper setting. *
- Check operation of compressor(s).
- Check condition of thermometers, and gauges. Compare with operating controls.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage.
- Review all microprocessor diagnostic codes. *
- Check flow switch devices and external pump interlocks for proper operation.
- Check evaporator and condenser flow rates, temperatures, interlocks, and safeties. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.



DAIKIN

- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Check operating and safety controls.
- Check operation of lubrication system and crankcase heater.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check evaporator and condenser flow rates. *
- Review all microprocessor diagnostic codes. *
- Check operation of electronic expansion valve. *
- Check operation of load/unload solenoid valves.
- Check condition of thermometers, and gauges. Compare with operating controls.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager

Coils Services During Annual:

- Clean coils.

Preventative Maintenance During Annual:

- Spectrographic oil analyses for the indication of wear metals, acid content, and moisture. Sample(s) to be taken for each refrigeration circuit.

Air Handlers

Annual Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Inspect air filters and/or media.
- Visually inspect coils, piping, valves and ductwork for damage, leaks, obstructions, and cleanliness.
- Inspect duct flexible connection condition. *
- Check all inlet vane(s) operation clean and lubricate as needed.
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Check operation of freeze protection devices.
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if needed and there is a customer supplied belt on site.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.



- Log operating and electrical data.
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Inspect air filters and/or media.
- Visually inspect coils, piping, valves and ductwork for damage, leaks, obstructions, and cleanliness.
- Inspect duct flexible connection condition. *
- Inspect evaporator drain pan and condensate trap for cleanliness. *
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if needed and there is a customer supplied spare belt on site.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check all Inlet vane(s) operation clean and lubricate as needed.
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Log operating and electrical data.
- Visually inspect cabinets.

Boilers- Fossil Fuel Types

Annual Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Check condition, operation, and proper liquid/air levels in expansion tank. *
- Blow down boiler. Check blow down valve packing and lubricate.
- Check water feed system. *
- Inspect piping and valves for leakage at boiler.
- Check condition of pipe insulation at boiler.
- Visually inspect combustion chamber, heat exchanger, and flue.
- Brush and vacuum soot and dirt from flues and combustion chamber.
- Check condition and operation of barometric damper or other draft devices. *
- Check all burner linkage for excessive wear. Tighten all linkage set screws and lubricate. *

- Clean burner fan wheel and air dampers. *
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check condition of thermometer, sight glass, and gauges. Compare with operating controls.
- Clean and check flame safeguard operation and control system.
- Check settings and test all operating and limit controls.
- Check operation of modulating motor. *
- Perform pilot turn down test. *
- Remove, disassemble, and clean low water cut-off. Install new gaskets if needed.
- Blow down and test low water cutoff and feed controls.
- Visually check burner combustion. Perform combustion test and adjust burner for maximum efficiency if part of the service agreement. *
- Test safety relief valve and for the reseating of the valve.
- Log operating conditions.
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Inspect operation of barometric damper or other draft devices. *
- Check for water, steam and fuel leaks at boiler.
- Blow down and test low water cutoff and feed controls.
- Open blow down valve for removal of water solids.
- Check condition of thermometer, sight glass, and gauges. Compare with operating controls.
- Check sequence and operation of flame safeguard control.
- Check setting of operating and limit controls.
- Check operation of modulating motor. *
- Check operation of boiler and burner.
- Log operating conditions.

Cooling Towers

Annual Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Clean debris from platform, upper water basin, and surrounding areas.



DAIKIN

- Drain down sump and clean.
- Check Basin heater operation and verify settings.
- Inspect fill.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if there are spares on site that are customer supplied.
- Check operation of water makeup devices, i.e., float, electronic controls, solenoid valve.
- Check operation of spray pump(s) and spray header system(s). * Clean nozzles, sump, and sump screens.
- Inspect bleed off and overflow lines for water treatment.
- Check operation and condition of freeze protection, i.e., sump heaters and controls, heat tape, or auxiliary heat. *
- Check damper operation. *
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Check operation and settings of fan cycling, fan speed, and temperature controls. *
- Meg fan motor and record readings.
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Clean debris from platform, upper water basin, and surrounding areas.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required.
- Check operation of water makeup devices, i.e., float, electronic controls, solenoid valve.
- Inspect bleed off and overflow lines for water treatment.
- Check Basin heater operation and verify settings.
- Check operation and settings of fan cycling, fan speed, and temperature controls. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.



DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 1/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous



materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

EXHIBIT "A"

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____ ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **HVAC Equipment, Installation, Service, & Related Products** ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure:**

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “Per TCPN Contract.”
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC’s intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

3.2 **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3 **Offeror’s Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1 **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor’s contract document shall not become part of Region 4 ESC’s contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2 **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires

Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2. **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3. **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of

government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating “Per TCPN Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN of **four percent (4%)**. (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

- 11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

“Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.”

- 13.2 **Disclosures**: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

- 13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- 13.7 **Legal Obligations**: It is the Offeror’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledge and Acceptance to Region 4 ESC’s Open Record Policy” form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

SEE NOTE.



Prices are guaranteed: **120 days**

NOTE: DAIKIN APPLIED AMERICAS INC. REQUESTS THE OPPORTUNITY TO REVIEW AND NEGOTIATE TERMS AND CONDITIONS WITH REGION 4 ESC, AS INDICATED WITHIN THE ENCLOSED REDLINED CONTRACT AND CLARIFICATIONS.

Company name Daikin Applied Americas Inc. dba Daikin Applied
Address 13600 Industrial Park Boulevard
City/State/Zip Minneapolis, MN 55441
Telephone No. (763) 553-5330
Fax No. (763) 553-5302
Email address duane.rothstein@daikinapplied.com
Printed name Michael G. Schwartz

Position with company Vice President
Authorized signature *MS Schwartz*



Accepted by The Cooperative Purchasing Network:

Term of contract October 1, 2015 to September 30, 2016

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Rita Drabek
Region 4 ESC Authorized Board Member

8/25/15
Date

Rita Drabek
Print Name

Faye B. Bryant
Region 4 ESC Authorized Board Member

8/25/15
Date

Faye B. Bryant
Print Name

TCPN Contract Number R150505



Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between _____ and _____.

If awarded, our company will plan to attend vendor orientation on _____.

Potential attendees will include: Duane Rothstein
Bill Davidson
Mark Faucher

Signature: _____

Michael G. Schwartz, Vice President

Date: April 24, 2015

Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.
Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through through TCPN Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
 Yes No

All pricing will be established based on discount off of list price for products that have been established on the TCPN contract. For non-TCPN contract items, pricing will be based on cost plus mark-up.

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (MWBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**
 Respondent certifies that this firm is an MWBE Yes No
 List certifying agency: _____

- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
 Respondent certifies that this firm is a SBE or DBE Yes No
 List certifying agency: _____

- c. **Disabled Veterans Business Enterprise (DVBE)**
 Respondent certifies that this firm is a DVBE Yes No
 List certifying agency: _____

- d. **Historically Underutilized Businesses (HUB)**
 Respondent certifies that this firm is a HUB Yes No
 List certifying agency: _____

- e. **Historically Underutilized Business Zone Enterprise (HUBZone)**
 Respondent certifies that this firm is a HUBZone Yes No
 List certifying agency: _____

- f. **Other**
 Respondent certifies that this firm is a recognized diversity certificate holder Yes No
 List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Minneapolis State of MN.

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Duane Rothstein
 Title: Vertical Market Manager, Government
 Company: Daikin Applied Americas Inc. dba Daikin Applied
 Address: 13600 Industrial Park Boulevard
 City: Minneapolis State: MN Zip: 55441
 Phone: (952) 261-9313 Fax: (763) 383-4584
 Email: duane.rothstein@daikinapplied.com

Billing & Reporting/Accounts Payable

Contact Person: Duane Rothstein
 Title: Vertical Market Manager, Government
 Company: Daikin Applied Americas Inc. dba Daikin Applied
 Address: 13600 Industrial Park Boulevard
 City: Minneapolis State: MN Zip: 55441
 Phone: (952) 261-9313 Fax: (763) 383-4584
 Email: duane.rothstein@daikinapplied.com

Marketing

Contact Person: Duane Rothstein
 Title: Vertical Market Manager, Government
 Company: Daikin Applied Americas Inc. dba Daikin Applied
 Address: 13600 Industrial Park Boulevard, Minneapolis, MN 55441
 City: Minneapolis, MN 55408 State: MN Zip: 55441
 Phone: (952) 261-9313 Fax: (763) 383-4584
 Email: duane.rothstein@daikinapplied.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- Manufacturer direct Certified education/government reseller
 Authorized distributor Manufacturer marketing through reseller
 Value-added reseller Other Authorized Manufacturer's representative of non-Daikin Applied equipment

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Healthcare GPO: MedAssets (Dallas, TX)	Multipliers	08-2016	Confidential
Healthcare GPO: Novation (Dallas, TX)	Multipliers	07-2017	Confidential
Healthcare GPO: HealthTrust (Nashville, TN)	Multipliers	05-2017	Confidential
Healthcare GPO: Amerinet (St Louis, MO)	Multipliers	02-2018	Confidential
GSA Contracts	1% better than Most Favored Customer	06-2019	\$4,700,000
Texas Association of School Boards, Inc., BuyBoard Department, Austin, TX	10 percent off Labor Rates, 10-15 percent off Equipment/Parts	#458-14 expires 09-30-15 & #461-14 expires 10-31-15	\$500,000



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Air Reps, LLC
Name of Person Completing Form:	Michael Hawkins

General	
#1	Company's official registered name.
Response	Air Reps, LLC.
#2	Brief history of your company, including the year it was established.
Response	We were founded in 1975 and have two offices: Bellevue, WA and Spokane, WA.
#3	Company's Dun & Bradstreet (D&B) number.
Response	053816286
#4	Corporate office location.
Response	Bellevue, WA.
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 44 employees. We have 34 direct sales personnel, four service technicians, and six administrative people.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	Michael Hawkins, Michael@airreps.com , 425-562-1150, CEO Bob Guerin, bob@airreps.com , (509) 465-8038, VP
#8	Define your standard terms of payment.
Response	30 days
#12	What is your strategy to increase market share in the public space?
Response	We would hire outside sales to call on agencies directly.
#13	What differentiates your company from your competitors?
Response	We have the largest sales force in our territory and a broad base of products.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	None.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	Excellent. We provide top-tier products.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	We have access to rental temporary cooling systems.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	The purchaser sends a PO to inside sales, and after receipt of approved submittals, we release the specified equipment.



#21	Describe your company's shipping schedule notification procedures.
Response	Our inside sales personnel monitor and manage all projects.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	The customer is notified via email and a phone call.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	We do not have a specific form.
#24	How many products do you stock? Where?
Response	We stock eight to ten products at our Bellevue, WA warehouse.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	No tracking data is available for this metric.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Yes. Our units are also ETL-listed.
#28	If your product is defective, what is the replacement process and turnaround?
Response	We work directly with the manufacturer to develop a solution that is satisfactory to all parties involved.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We have an inside sales department that handles all rush orders.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	We provide the manufacturers' standard warranties and extended warranties are available on request.
#31	Describe your procedures to monitor the quality of your products.
Response	This is handled by the manufacturer and our service technicians, who work with the suppliers.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes. This is variable and available on request.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	Typically five years.
#34	What is your standard warranty on Building Automation Controls?
Response	We do not sell direct controls.
#35	What is your standard warranty on replacement parts?
Response	Our standard warranty on parts is 12 months.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We do not directly track this.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if

	the service centers are owned by your company or if they are a network of subcontractors.
Response	Our service department is open 8 AM – 5 PM Monday through Friday.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	We don't offer after-hours support.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	We have three service technicians in western Washington and two in eastern Washington. We also engage third-party service companies to help and support with equipment issues when needed.
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	We do not offer preventative maintenance.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	\$50 - \$70 million.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	No.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	We do not offer service/maintenance. We are not a service contractor. Our service technicians handle our start-up and warranty call-backs.
#58	Describe your company's startup and system checkout responsibilities.
Response	Each product has a start-up check list form, The technicians perform all necessary checks and follow the start-up procedures, fill out all necessary forms, and a copy of each appropriate form is sent to the appropriate manufacturer.
#59	Describe your company's post-installation and warranty support.
Response	This support is on call.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Yes.
#65	Who performs your start-up procedure?
Response	Typically this is done by Air Reps employees, or else the manufacturer will provide their own service technician.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We would use a dedicated outside sales person to develop this business.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Airtech Equipment, Inc.
Name of Person Completing Form:	Kyle McLeod

General	
#1	Company’s official registered name.
Response	Airtech Equipment, Inc.
#2	Brief history of your company, including the year it was established.
Response	We were established in 1986.
#3	Company’s Dun & Bradstreet (D&B) number.
Response	15-274-0320
#4	Corporate office location.
Response	3523 Lousma Drive SE, Grand Rapids, MI
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We employ seven outside salespeople, three inside sales/sales support, five service technicians, one service dispatcher, three replacement parts people, and two office administrators.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	The Grand Rapids, MI office is our only facility.
#8	Define your standard terms of payment.
Response	Net 30 days
#12	What is your strategy to increase market share in the public space?
Response	By providing leading customer service to all of our projects and by meeting the latest demands for building requirements. We do this by being the most technology driven firm in the business with the best technical support and the best products. We are visible to engineering firms, building owners and contractors that serve our markets, and we aggressively market our products and technology to them.
#13	What differentiates your company from your competitors?
Response	We offer high-quality products with the highest energy efficiency in the market. We provide products that serve the needs of the building owners better than our competition does.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	None.
#16	Provide evidence of your company’s ability to continuously lower the customer’s costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.



Response	We reduce customer costs by providing the most energy efficient products in the market, driving down the cost to own and operate the buildings. Our customers keep these savings for the life of their buildings.
-----------------	---

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	Our reputation is that we provide the best value in the business.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	We are able to provide this at any time for any sized building.
#19	What equipment/system support documents will your company provide?
Response	We can provide submittal documents, marketing literature, tech bulletins, and any other industry standard documentation, along with custom documentation.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	Once we receive a purchase order, we generate a submittal document that passes through the construction chain for various levels of approval. This process ensures that we order the correct equipment. Once these purchases are approved, we electronically submit the order to the factory through its proprietary software.
#21	Describe your company's shipping schedule notification procedures.
Response	We provide an estimated ship date at the time of order, after submittal approval, and continually update the customer of this date as the order progresses.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	We immediately notify the customer of any shipping delays, by phone and email, including the cause of the delay and the updated shipping schedule.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	Our shipping schedules are updated weekly.
#24	How many products do you stock? Where?
Response	We only stock replacement parts at our location.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	It is a very high percentage but specific figures are not currently available.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Yes.
#28	If your product is defective, what is the replacement process and turnaround?
Response	When an installer notifies us of a DOA part, we process the documentation and order the replacement. It typically takes a day or two to get the new part.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We are fully capable of handling emergency rush orders. Depending on the equipment type, we can be the best in the business at responding to rush orders.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.



Response	We offer the manufacturer's standard warranties.
#31	Describe your procedures to monitor the quality of your products.
Response	We routinely visit all job sites. During start-ups our technicians audit all of the equipment and generate a report detailing any quality defects. This report is passed back to the factory.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes. We can meet any reasonable requirement.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	For some projects at local universities we've given warranties of five years for parts and labor.
#34	What is your standard warranty on Building Automation Controls?
Response	One year parts and labor.
#35	What is your standard warranty on replacement parts?
Response	One year.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	Our service department tracks and handles all warranties through the dispatcher. This person is responsible for tracking and monitoring all issues.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	We have a 24/7 on-call service via an automated telephone service. The service is owned by our company. There is always at least one technician on call.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	Through our after-hours on-call service our average response time is less than one hour.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	We do our best to meet our customers' needs and provide more flexibility than any of our competitors in the market.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	Our quality program uses an open-feedback system that lets our customers give reports about their experience with us so that we can monitor and improve our service.
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	This is completely dependent on the type of equipment and varies from

	customer to customer.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	Approximately \$400,000, in maintenance only.
#44	Describe your call center organization.
Response	During business hours we use a live operator, who answers and distributes service calls to the appropriate personnel. After hours the call center is automated with emergency numbers listed and prompted to the callers.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Yes.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	Problems are referred from the on-call technician to the service manager. The service manager is responsible for determining a course of action.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	When we receive a call in the call center, the center schedules and dispatches a service technician. The service technician diagnoses and repairs the problem. Once the job is completed, the technician fills out an electronic work order on a laptop and has the customer verify that the work is complete. The completed work order is immediately and automatically uploaded to the office system, which then generates an invoice that is mailed the next day.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	None.
#49	What is the reputation of your company's service in the public marketplace?
Response	Very good.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	We bill in quarterly or monthly increments depending on the customer requirements.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	After we receive a PO we enter the customer in our electronic work order-management system. This system generates a contract that is signed by both the customer and the sales person. We then schedule the work in the electronic work-order system and a technician is dispatched according to predetermined schedules.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated

	with an HVAC unit or system where an energy management system is installed.
Response	We are a full building-automation contractor and as such we can provide a wide variety of Energy Management Monitoring services. When there is trouble, a call comes into our call center and either a sales engineer or a technician remotely accesses the facility to help troubleshoot the problem.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).
Response	We currently monitor at least a dozen sites.
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	We are fully capable of providing custom programming, graphics displays, and other related services.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	We can report any data point that has a pulse.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Yes.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	We use the same process as for a mechanical equipment problem.
#58	Describe your company's startup and system checkout responsibilities.
Response	We are completely responsible and capable for system start-up, checkout and sometimes even commissioning projects. Our people are highly trained and the best in the business.
#59	Describe your company's post-installation and warranty support.
Response	After installation and start-up, if we are not the service contractor, we wait for the servicing person to notify us of any problems. If there are problems, the customer contacts our service department and we follow the procedures outlined above.
#60	Describe your company's steps for system analysis.
Response	Depending on the type and size of equipment, we have a step-by-step troubleshooting process (a highly guarded intellectual property of ours) that we use to make sure that the correct processes are followed in analyzing a customer's system.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	All of our computer systems are set up for remote reporting by our service technicians and salespeople. Work orders and invoices are instantly transmitted to the office. If necessary we provide immediate feedback to our customers.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

Response	See above. Once the data is transmitted it is immediately billed.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	We use an internal audit measuring standard that tracks response time, callbacks, safety factors, and time spent on a job. We constantly monitor this data and measure it against our standards to ensure quality service.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Yes.
#65	Who performs your start-up procedure?
Response	We do, unless the customer refuses it.
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	\$3,000,000
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	We can act as a full mechanical or general contractor and can complete all the trades on a project. We have done so many times.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We conduct a complete building audit and recognize the oldest and most faulty equipment at a site. We also look for the largest energy consumers and review this information with the customer. We make recommendations on the timing of equipment replacement, potential energy savings, and cost avoidance. Pricing is determined and then budgeted with a potential inflation factor included.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	We use Gantt charts and our project-management software to ensure milestone achievements.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	We use standard engineering methods, building codes, and AHSRAE guidelines.
#71	Describe how your company handles site development and project permitting processes.
Response	We follow local codes in the area of work and adhere to those guidelines.
#72	Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	Our process is that of continued monitoring and frequent job-site meetings with the customer to review in detail the scope, equipment, potential hidden issues, and plans. We review progress at all stages of the project to provide a satisfying customer experience.
#75	What is your standard warranty on installation?



Response	One year.
#76	What is your standard warranty on energy retrofit contracting?
Response	One year.
#77	Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
Response	No.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	Yes. If there is an issue with an item in terms of quality that is brought up before closeout, we address it.
#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	Our pricing is available only in Michigan.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Brooks Air Systems, Inc.
Name of Person Completing Form:	H. Neff Jenkins

General	
#1	Company’s official registered name.
Response	Brooks Air Systems, Inc.
#2	Brief history of your company, including the year it was established.
Response	Brooks Air Systems was founded in 1984 as a manufacturer’s representative of HVAC products including McQuay, covering North Florida and South Georgia. In 1989 we became an Alerton Dealer and started a controls division. In 2000, we started a mechanical service division. In 2006, we started a parts division. In 2011, we started an electrical division.
#3	Company’s Dun & Bradstreet (D&B) number.
Response	11-866-4507
#4	Corporate office location.
Response	11196 St. Johns Industrial Parkway South, Jacksonville, FL 32246
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We employ 55 employees regionally. This includes eight in direct sales, two in sales support, 19 service technicians, and five in administration.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	Two Florida offices: Jacksonville – 11196 St. Johns Industrial Parkway South, Jacksonville, FL 32246 Jacksonville Key Contact – Neff Jenkins, Owner/President, 904-642-5303 ext. 315, njenkins@brooksair.com Tallahassee – 2815 Industrial Plaza Drive #1, Tallahassee, FL 32301 Tallahassee Key Contact – Chuck Pierson, Account Manager, 850-701-2350 ext. 316, cpierson@brooksair.com
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	Brooks Air Systems has successfully serviced the public sector for more than 30 years. We have an account management sales team that works directly with numerous public entities including school districts, universities, and state, county, and municipal governments. The account managers leverage the



	capabilities of Brooks Air Systems’ entire team to provide the right solution for the customer.
#13	What differentiates your company from your competitors?
Response	We are a solutions-based company able to provide HVAC equipment, energy management and controls, parts, mechanical and electrical turn-key installations, mechanical and electrical service, energy services, and building benchmarking.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	The only past litigation involved a disgruntled former employee, which was settled in 2011. The only current litigation involves an incident on a job site involving another subcontractor and is currently being handled by the insurance company.
#16	Provide evidence of your company’s ability to continuously lower the customer’s costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	We routinely work with our clients to reduce their energy consumption and associated utility costs. The strategies include equipment upgrades and replacements with more efficient equipment. We provide energy management systems that monitor and optimize usage. We perform preventative maintenance to maintain performance over the life of the equipment. We perform electrical upgrades and lighting retrofits to reduce costs associated with lighting systems. Successful projects include numerous K-12 schools, higher education, municipal and office buildings.

Products	
#17	What is the reputation of your company’s products in the public marketplace?
Response	Brooks Air Systems has a reputation for providing the premier products in each of the categories of the companies that we represent.
#18	Indicate your company’s ability to provide temporary cooling when needed.
Response	Brooks Air Systems has access to Daikin Applied’s rental fleet of chillers as well as access to other independent rental companies’ equipment.
#19	What equipment/system support documents will your company provide?
Response	We provide these as submittals and as built drawings as well as installation, operation, and maintenance manuals.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	Customers can mail, fax, or email purchase orders to their account representative, who will ensure the project manager enters the order and verifies its release from the factory.
#21	Describe your company’s shipping schedule notification procedures.
Response	The project manager notifies the customer of the projected ship date once the factory has entered and processed the order. The project manager provides updates as the projected ship date gets closer and until the equipment is ready

	to ship.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	The project manager notifies the customer if there is a shipping delay and lets them know the reason and projected new ship date, as well as does anything else we can to mitigate the impact of the delay.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	The project manager handling the project reports the shipping schedules. The shipping schedules can be updated as frequently as the customer requires. They are reported by email or fax as preferred by the customer.
#24	How many products do you stock? Where?
Response	We stock numerous commonly used Daikin Applied parts as well as ABB drives with bypass at our main office in Jacksonville.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	The various manufacturers we work with have on-time delivery percentages that range from 75 to 98 percent. The majority are more than 90 percent on time.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Other than custom units built by manufacturers other than Daikin, most units are UL-listed and in compliance with state codes.
#28	If your product is defective, what is the replacement process and turnaround?
Response	The project manager facilitates the return or repair of defective equipment and parts. The turnaround time varies from manufacturer to manufacturer depending on whether parts or replacement equipment is in stock.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	Our company is able to provide emergency and rush orders according to the ability of the equipment manufacturer. Depending on the product, we may have it in stock or it can be custom-built, followed by 10-day or 20-day quick ships.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	Our company offers the quality guarantee that is provided by each manufacturer. In addition we warranty any service or labor we provide for a minimum of one year.
#31	Describe your procedures to monitor the quality of your products.
Response	Each manufacturer has its own procedure to monitor the quality of their products.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	We routinely provide five-year parts and labor warranties on equipment and have had several jobs with warranties of up to 10 years. Beyond 10 years, we can provide comprehensive service agreements that in effect act as extended warranties for such periods because the customer does not pay for any repairs to the equipment beyond the monthly service-contract price.
#33	Please give examples of state and local agencies where your company has



	extended labor warranties. Include length of these warranties.
Response	We have five-year parts and labor warranties for the chillers at the Alachua County Jail. We have 10-year parts and labor warranties for the chillers at the St. Johns County Health Department.
#34	What is your standard warranty on Building Automation Controls?
Response	The standard warranty is one year parts and labor. Extended warranties are available as well.
#35	What is your standard warranty on replacement parts?
Response	The standard warranty on replacement parts is one year, parts only.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	The project manager keeps the warranty documents in the job file that can be referenced any time. A copy of the warranty is provided to the customer after start-up is completed.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	Our customer service department consists of an operations manager, a service supervisor, two dispatchers, and 19 service personnel. Our service operation is available 24 hours a day/7 days a week/365 days a year. Our normal working hours are 8 AM to 5 PM. We have an on-call service that takes after-hours service calls and gets them to the on-call service technician, as well as notifies the operations manager and service supervisor. Our service department consists entirely of Brooks Air Systems employees.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	We have an on-call service that takes after-hours service calls and passes them to the on call service technician, as well as notifies the operations manager and service supervisor. Our typical response time is less than two hours.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	Our organization has an excellent track record of completing timely service calls and responds at any time, including Christmas, Thanksgiving, and Easter.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	Our entire service organization meets weekly to discuss the previous week's service calls and any issues that occurred that week. At this meeting we discuss best practices and safety procedures and outline work for the upcoming week.
#42	List your company's standard scope of work performed for preventative maintenance visits.

Response	Our standard scope of work for preventative maintenance is based on the manufacturer’s recommendations outlined in the installation, operation, and service manuals provided by the manufacturers.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	\$3.3 million.
#44	Describe your call center organization.
Response	We have two dispatchers and a service supervisor that work in the office receiving service calls and scheduling work during normal operating hours (M-F, 8 AM to 5 PM). We have an on-call service that takes service calls and dispatches the on-call technician outside of normal working hours.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	We have an 800 number that can reach our service department and our call center is available 24/7/365.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	During normal business hours, the service coordinator receives the service call and reviews the situation with the service supervisor to determine the best course of action and the appropriate personnel to respond. After hours, the on-call service receives the call and notifies the on-call technician with details of the situation. The service supervisor, service coordinator, and service manager are also notified. The on-call technician, the service supervisor, and the service manager determine the best course of action and the appropriate personnel to respond.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	<ol style="list-style-type: none"> 1. Service coordinator receives the call and prioritizes based on level of emergency – 1-5 minutes 2. Service coordinator and supervisor dispatch the proper personnel to jobsite – 30 minutes to 24 hours depending on the customer’s level of urgency. 3. Service work is performed by qualified technician – 2 hours to multiple days depending on the work required. 4. The service technician completes the online work order and then transmits that to the service coordinator within five to 10 minutes. 5. The service coordinator reviews the work order for accuracy and then forwards it to the accounting department for billing. This takes four to eight hours.
#48	What technology such as GPS tracking does your company use to track completion of repairs?

Response	We use Field Connect to track the location of our service technicians so we can dispatch the person who can respond the most quickly to the customer's problem.
#49	What is the reputation of your company's service in the public marketplace?
Response	Excellent.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	We invoice the customer as they request, typically monthly or quarterly, depending on their preference.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	Our proposals include the details of the service contract including terms and conditions. As soon as we receive a purchase order based on this proposal, we put a service contract in place.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	Our company has been providing and installing energy management systems since 1989. We have our own programmers, project managers, start-up technicians, electricians, and AutoCAD and graphic designers.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).
Response	We currently monitor more than 100 sites.
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	We have programmers and technicians capable of making system changes and repairs to almost any control system. Our programmers are skilled integrators and have experience integrating various proprietary protocols and open protocols including BACnet, Lonworks, and Modbus. We are experienced with the Tridium Niagara Framework as well as Field Server.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	We can create and provide custom reports as required by the customer.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Yes.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	When we receive a call to service a site, we pull up the EMCS system if we have remote access to see if we can determine any deficiencies through the EMCS system. We use this information to give the technician a head start on a diagnosis before arriving at the site.
#58	Describe your company's startup and system checkout responsibilities.
Response	We have factory trained and authorized start-up technicians for every

	manufacturer with which we work.
#59	Describe your company's post-installation and warranty support.
Response	Our company provides warranty support for both our equipment and any turnkey installation we perform (e.g., mechanical, electrical, controls) through our service department.
#60	Describe your company's steps for system analysis.
Response	System-specific requirements include current operating condition, energy efficiency, performance analysis per design, life cycle analysis, and recommended improvements.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	We maintain an in-house domain server including a file server, a web server and an email server with networked workstations. Our data center performs daily off-site backups for our email server, domain server, and file server. Field technicians and sales personnel communicate via web-based software and mobile devices.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
Response	Our service department invoices customers on a daily basis once jobs are closed, usually within two or three business days of the service call or project completion.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	All of our HVAC service/start up technicians have completed the local UA234 apprenticeship program and receive continuing education through manufacturer's certified training programs. Each of our HVAC service/start up technicians has earned a Journeyman's License and the US EPA's Technician Certification Section 608.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	The manufacturer defines the warranty coverage. Most manufacturers don't require we do the start-up, just that someone qualified performs the start-up and submits the proper paper work to begin the warranty period.
#65	Who performs your start-up procedure?
Response	We have 19 service technicians of various backgrounds and training levels who perform our start-ups, depending on the type of equipment.
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	\$2.5 Million
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	Electrical, piping, EMS installation, and programming services.
#68	Explain how your company would propose a planned unit replacement program

	including how units would be identified for replacement and how pricing would be addressed.
Response	We compare the existing units' age against the ASHRAE expected life of that type of equipment and the observed condition of the unit. We compare the cost of replacement against repair of the equipment, factoring in the expected operating cost of newer, more efficient equipment.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	We use Sage Timberline software tools including their Service Management, Project Management, and Field Connect software modules.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	We have factory trained sales engineers with many years of experience perform equipment selections for turnkey or energy retrofit projects.
#71	Describe how your company handles site development and project permitting processes.
Response	The assigned project manager is responsible for site development and the permitting process.
#72	Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	Quality control procedures include design review with the customer, construction scheduling, customer impact review. We perform equipment start-up scheduling, installation, and start-up procedures per each manufacturer's published specifications.
#73	What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
Response	Our company performs a building survey and energy audit to qualify projects to be completed, using life cycle analysis to determine the best return on investment for the building owner. Proposed projects are ranked in order from best return to the lowest return with pricing and payback analysis for each.
#74	Describe your company's construction management plan.
Response	We assign a dedicated project manager to each project, who conducts weekly progress meetings with the customer and construction team.
#75	What is your standard warranty on installation?
Response	Our standard warranty is one year for parts and labor.
#76	What is your standard warranty on energy retrofit contracting?
Response	Our standard warranty is one year for parts and labor.
#77	Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
Response	No.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	Yes. We provide a one-year guarantee on any service work we perform.



#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	None.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Carroll Air Systems, Inc.
Name of Person Completing Form:	Philip Carroll

General	
#1	Company’s official registered name.
Response	Carroll Air Systems, Inc.
#2	Brief history of your company, including the year it was established.
Response	We are a full-service, multi-line independent manufacturer's agency incorporated in Florida in 1972.
#3	Company’s Dun & Bradstreet (D&B) number.
Response	064681299
#4	Corporate office location.
Response	Tampa, Florida
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 33 total employees, including 11 outside sales engineers, six inside sales engineers, five field service technicians, two aftermarket parts and warranty parts sales associates, and nine administrative and accounting associates.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	Offices in Tampa (Philip Carroll, President) 813-879-5790 , pcarroll@carrollair.com Ft. Myers (Andrew Kee, Sales Manager) 239-939-5553, akee@carrollair.com Altamonte Springs (Chris Mills, Sales Manager) 407-831-4880, cmills@carrollair.com
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	Our strategy is to make continuous improvements in customer service, products, and business processes; encourage manufacturers to provide innovative problem-solving products; and continuously monitor (measure) the products and services we provide to the marketplace to insure quality. Also, to advance our problem-solving capability, competency, and adaptability by training and educating our sales and support staff; and by developing creative and innovative ways to serve our customers and provide unconditional customer satisfaction.
#13	What differentiates your company from your competitors?
Response	We provide focused customer service, thorough execution of our marketing and sales processes, and a commitment to problem solving.



#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	We've experienced none of the above in the past 15 years.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	See answers to #12 and #13.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	Excellent.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	We have a 225-ton air-cooled chiller on stand-by in our yard.
#19	What equipment/system support documents will your company provide?
Response	We provide all literature that is published by the manufacturer.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	Purchase orders emailed to one of our three offices to the attention of the sales engineer assigned to the project results in that person's full attention on fulfilling the order.
#21	Describe your company's shipping schedule notification procedures.
Response	Shipping schedules are communicated to customers via email with 48- or 72-hour notice of delivery to the receiving entity.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	We notify the customer as soon as we are aware of any delays.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	We update customers with shipping information as required.
#24	How many products do you stock? Where?
Response	We stock parts in our Tampa, Florida facility.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	Our deliveries average 90 to 95 percent on time.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	All our units are UL- or ETL-listed.
#28	If your product is defective, what is the replacement process and turnaround?
Response	See each manufacturer's individual warranty.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	In most cases we can respond within 24 hours.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	See each manufacturer's individual warranty.
#31	Describe your procedures to monitor the quality of your products.



Response	See each manufacturer’s quality procedures.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes, we offer extended parts and labor warranties of one to 10 years.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	See response to #32.
#34	What is your standard warranty on Building Automation Controls?
Response	We do not offer BAC warranties.
#35	What is your standard warranty on replacement parts?
Response	Warranties vary by part.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	Each manufacturer tracks its own warranties.

Services	
#38	Describe your company’s Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	Our self-owned service center is open 8am – 5pm. It includes a parts outlet and five technicians.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	We can offer 24-hours service if required.
#40	Discuss your organization’s capability and historical flexibility in completing timely service calls and problem resolution.
Response	We’ve been in business for 43 years. Our longevity speaks for itself.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	We monitor all individual service reports to ensure quality.
#42	List your company’s standard scope of work performed for preventative maintenance visits.
Response	Preventative maintenance needs vary by the type of equipment, but it is typically as required or recommended by the manufacturer.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	\$300,000
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Our service manager can be reached 24 hours a day.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

Response	Our service manager would decide on a course of action.
#49	What is the reputation of your company's service in the public marketplace?
Response	Excellent.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	These services are invoiced quarterly.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	The customer emails a purchase order to our office and our staff guides the paperwork through the entire process.
#58	Describe your company's startup and system checkout responsibilities.
Response	Equipment is started up in accordance with the manufacturer's recommendations and instructions.
#59	Describe your company's post-installation and warranty support.
Response	We can provide quarterly and annual inspections. Warranty support is provided by our warranty department
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	We use in-house customer relationship management software to handle these functions.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
Response	When work is completed we send the customer an invoice for payment.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	We follow the manufacturers' recommendations.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Yes.
#65	Who performs your start-up procedure?
Response	Our own technicians.
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	Our replacement equipment retrofits total \$3-5 million.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We would work with a mechanical contractor to develop a program.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	We use our in-house CRM software system.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	Our in-house sales engineers select equipment.



#73	What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
Response	We seek the most economical way to solve our customers' HVAC challenges.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Climatec, Inc.
Name of Person Completing Form:	Dave Paulus

General	
#1	Company's official registered name.
Response	Javine Ventures, Inc.
#2	Brief history of your company, including the year it was established.
Response	Since 1975, Climatec has been recognized as a leader in the development and installation of large-scale, energy-efficient HVAC systems for commercial buildings.
#3	Company's Dun & Bradstreet (D&B) number.
Response	07-752-6739
#4	Corporate office location.
Response	Phoenix, AZ
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 104 total employees: 35 in direct sales, 23 in sales support, 16 in administration, eight service technicians, and 22 other positions.
6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>ARIZONA</p> <p>Phoenix: 2851 W. Kathleen Rd., Phoenix, AZ 85053-4053 P: 602.944.3330 F: 602.674.1279</p> <p>Tucson: 4585 S. Coach Dr., #101 Tucson, AZ 85714-3462 P: 520.571.5200 F: 520.571.6805 S: 520.352.5225</p> <p>CALIFORNIA</p> <p>San Diego: 13715 Stowe Dr. Poway, CA 92064-6836 P: 858.391.7000 F: 858.679.0531</p> <p>Lakeside: 11653 Riverside Dr., Suite 149</p>



	<p>Lakeside, CA 92040 P: 619.440.4659 F: 619.440.4659</p> <p>TEXAS El Paso: 2211 E. Missouri Ave., Ste. N-227 El Paso, TX 79903 P: 915.217.2502</p> <p>NEW MEXICO Albuquerque: 8420 Washington Place NE Albuquerque, NM 87113 P: 505.268.6776 F: 505.255.1329</p>
#8	Define your standard terms of payment.
Response	45 days.
#12	What is your strategy to increase market share in the public space?
Response	Our strategy includes promotion of Climatec’s focus on the Owning Experience and positioning Climatec as being the preferred business partner because of our products and services. It also includes promotion of Climatec’s capabilities to be a single source of responsibility for providing complete systems and support at the owner, designer, and contractor levels. Launch of our new E-Store, an Internet-based warehouse store, creates a response to today’s market need for convenience and efficiency.
#13	What differentiates your company from your competitors?
Response	<p>Our primary focus is on the complete Owning Experience of our customers, from the design of the most complete and cost-effective systems, through purchase, delivery, and commissioning. We are the only company offering a dedicated Owning Experience Engineer for service and support over the life of a system.</p> <p>This focus positions Climatec to be our customers’ first-choice in building technology solutions by focusing on sales and operational excellence, world-class service, technology innovation, and investment in employees whose expertise and professionalism is second to none.</p> <p>Climatec delivers great customer experiences and rewarding careers by being a non-bureaucratic business that is entrepreneurial, nimble, and attentive to detail while placing tremendous focus on employee empowerment, professional development, service leadership, and community involvement.</p>
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	None.
#16	Provide evidence of your company’s ability to continuously lower the customer’s



	costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	<p>We represent a broad group of manufacturers with products that typically exceed efficiency standards, saving customers operational costs every year of usage.</p> <p>For example, Daikin air- and water-cooled chillers can be as much as 20 percent more efficient than required by ASHRAE 90.1. We have been involved with many new and retrofit Fanwall installations that provide large energy savings over traditional air handlers.</p>

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	The best example of reputation is the number of owners who are repeat purchasers of Daikin products. The majority of Arizona School Districts have demonstrated confidence by purchasing Daikin and other products from us on numerous occasions.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	Climatec works in partnership with Daikin Applied, SPX Cooling Technologies, Empire, and Aggreko to provide temporary cooling solutions as needed. Those options include chillers, cooling towers, air conditioners, spot coolers, and air handlers. We can fill almost any temporary cooling need. Prior to procurement of equipment, Climatec can advise the end user on site conditions to better help accommodate temporary cooling, should it ever be required.
#19	What equipment/system support documents will your company provide?
Response	<p>Climatec will provide any and all supporting documentation required by the end user. This will include (but not be limited to) if requested:</p> <ul style="list-style-type: none"> ▪ Submittal documentation including performance data and equipment dimensional drawings ▪ Warranty documentation ▪ Start-up documentation ▪ Installation, operating, and maintenance manuals ▪ Wiring diagrams ▪ Exploded parts diagrams and lists ▪ Service and parts contacts ▪ Training opportunities (for example, chiller maintenance and operating training)
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	We generally accept purchaser-generated terms and conditions with some internal guidelines based on industry standard practices.
#21	Describe your company's shipping schedule notification procedures.
Response	Our internal sales support team initiates and produces shipping schedules based on the customers' needs for individual projects.
#22	Describe how your company deals with shipping delays. How do you notify your

	customer of delays?
Response	If the equipment need is critical, we work with the factory to see if another customer would be willing to swap a production spot to keep the unit on time. We also attempt to arrange expedited freight at no charge to the customer. We notify the customer of any slipped ship dates via email and a phone call.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	A sample form is attached. We update the form if there are any changes in ship dates and with tracking numbers when items ship.
#24	How many products do you stock? Where?
Response	We stock 60 products with various sizes of each. Manufacturers include Daikin, Danfoss, Griswold, Krueger, Penn, and Ruskin. Products are located at our local office in Phoenix. In addition, another 100 products of various item types are available at the factories.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	The manufacturers Climatec represents have an average of 97 percent on-time delivery. (Examples include Daikin 100 percent, CES 100 percent, Danfoss 100 percent, DriSteem 100 percent, Enviro-Tec 100 percent, Griswold 100 percent, Hartzel 100 percent, Indeco 100 percent, Krueger 90 percent, Marley 100 percent, Munters 80 percent, Recold 100 percent, Ruskin 95 percent, and TSI 100 percent.)
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	All HVAC units procured from Climatec are either UL- or ETL-listed. All HVAC units are in compliance with applicable codes in the states served by Climatec.
#28	If your product is defective, what is the replacement process and turnaround?
Response	<p>The process for replacement of defective components is initiated via a call to either the service coordinator at the local Climatec office or to the local factory service branch representative (in the case of Daikin chillers), who then initiates warranty validation and the parts replacement process with the respective factory. The scope of Climatec/Daikin replacement (parts or parts and labor) is project and warranty specific, but in general includes the provision of replacement parts during the first year, with labor by the installing contractor. In the case of chillers, the warranty labor function is typically included by Daikin service during the first year, and possibly beyond.</p> <p>Turnaround depends on the type of product in question and the availability of the parts required. Typically, small components are stocked at the manufacturer. Larger components, such as compressors, may be subject to a nominal lead time.</p>
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We operate a full stocking warehouse of OEM parts and products. Our manufacturers also stock a large selection of replacement parts and have the ability to expedite manufacturing for emergency situations.

#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	Yes. Our quality guarantee is that if there is a quality issue with any product that we have sold, we will work with our factory to repair or replace that product to the customer's satisfaction.
#31	Describe your procedures to monitor the quality of your products.
Response	Climatec routinely follows up with customer(s) and/or owner(s) and gets feedback on the owning experience of the product(s) they have purchased. Climatec will monitor the feedback and assist in resolving any issues the customer(s) and/or owner(s) may have with the product(s).
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes. Various products have extended warranties available from one to 10 years.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	School districts have taken advantage of our extended VRV/Reflok product warranties, which when used in combination can extend the labor warranty to five years and the parts warranty to 10 years.
#35	What is your standard warranty on replacement parts?
Response	Our standard warranty is 12 months from start-up or 18 months from shipment.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We use the manufacturer's computerized system and have a person within our organization that is responsible for tracking warranty claims.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	We have a service coordinator that is responsible for the scheduling of internal technicians and Daikin Applied service visits.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	After-hours service calls go directly to an outsourced service provider. Time for response varies depending on customer needs and the service provider.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	We have always been able to find solutions to our customers' service needs and have resolved problems promptly.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	Our service partners implement and maintain quality programs.
#42	List your company's standard scope of work performed for preventative

	maintenance visits.
Response	Our service partners provide preventative maintenance visits and the visits depend on the needs of the customer.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	We don't have the dollar volumes of our service partners.
#44	Describe your call center organization.
Response	This is dependent on the service partner.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Most of our service partners offer this service.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	Each sales engineer can be reached via cell phone to escalate emergency situations.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	Service calls can originate within our office. We then coordinate the work with our partners and invoice on a regular basis.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	This depends on the service partner used for the repair task.
#49	What is the reputation of your company's service in the public marketplace?
Response	We only partner with service providers that have top-notch reputations in our marketplace.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	Our service providers can propose different solutions depending on the customer's needs.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	This is dependent on the service provider used.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	We partner with energy management companies as needed to serve the customer's needs. We can work closely with any of the energy management companies to troubleshoot equipment-related issues and resolve them promptly.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).

Response	This is dependent on our partners that offer EMS.
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	We have relationships with most major EMS contractors and can recommend the appropriate contractor to make system changes and repairs.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	This is provided the the EMS contractors.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Most EMS contractors have this capability.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	This is provided by the EMS contractors.
#58	Describe your company's start-up and system checkout responsibilities.
Response	Equipment warranty is dependent on factory policy and the specific product. Generally, review of start-up procedures is required for equipment warranty.
#59	Describe your company's post-installation and warranty support.
Response	Equipment warranty is dependent on factory policy and the specific product. Generally, review of startup procedures is required for equipment warranty.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Equipment warranty is dependent on factory policy and the specific product. Generally, review of startup procedures is required for equipment warranty.
#65	Who performs your start-up procedure?
Response	This is product-specific and can be carried out by the installing contractor, service company, or commissioning agency.
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	We do not do turnkey projects.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We have a stocking warehouse to accommodate this approach.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	We provide equipment shipping schedules and any updates provided by the factory.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	We work with various professionals, from mechanical contractors to engineering firms, to provide the proper selections and designs.
#71	Describe how your company handles site development and project permitting processes.



Response	We work with various professionals, from mechanical contractors to engineering firms, to work through the permitting process.
#72	Describe you company’s design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	We work with various professionals, from mechanical contractors to engineering firms, to provide to provide the proper quality.
#73	What is your company’s design approach and philosophy for a turnkey or energy retrofit contract project?
Response	We work with various professionals, from mechanical contractors to engineering firms, to ensure lowest cost, energy savings, and speed of deployment.
#74	Describe your company’s construction management plan.
Response	We work with various contractors for field construction management.
#75	What is your standard warranty on installation?
Response	Our standard warranty is 12 months.
#76	What is your standard warranty on energy retrofit contracting?
Response	Our standard warranty is 12 months.
#77	Do you differentiate in your company’s standard warranty if financing is part of the contract? If so, please describe.
Response	Our standard warranty is 12 months.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	Our standard warranty is 12 months.
#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	Sites in El Paso, TX, and also the states of Arizona, New Mexico, and South Dakota.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	D&B Engineering of New Jersey, Inc.
Name of Person Completing Form:	Bruno Rzeszutko

General	
#1	Company’s official registered name.
Response	D&B Engineering of New Jersey, Inc.
#2	Brief history of your company, including the year it was established.
Response	D&B Engineering is a manufacturer’s representative of HVAC products, established in 1971.
#3	Company’s Dun & Bradstreet (D&B) number.
Response	064298227
#4	Corporate office location.
Response	444 JFK Drive, Bloomfield, NJ 07003
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 31 total employees: 18 in sales, four sales support, three engineering support, and six administrative personnel.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	Bloomfield, NJ Bruno Rzeszutko, Director of Estimating 973-429-2828 brzeszutko@dbnj.com
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	We partner with vertical-market architects, engineers, and contractors.
#13	What differentiates your company from your competitors?
Response	Longevity (more than 40 years in business), stability (minimal employee turnover), personal relationships with customers, and unparalleled service and support
#16	Provide evidence of your company’s ability to continuously lower the customer’s costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	Our long-time supplier relationships ensure lowest pricing from manufacturers, we address special projects and unique situations with customized pricing solutions, and we pass price-promotion savings on to our customers.

Products

#17	What is the reputation of your company's products in the public marketplace?
Response	D&B and its product lines are widely respected as industry leaders for both performance and reliability.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	Rental equipment may be available depending on the type of product. Several products offered are available in stock at various warehouse facilities or with expedited lead times.
#19	What equipment/system support documents will your company provide?
Response	We provide catalogs, installation manuals, and operations manuals. Full design capabilities are available on many projects.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	After we receive a PO, D&B provides full submittals. On written release to production, the factories begin production.
#21	Describe your company's shipping schedule notification procedures.
Response	On receipt of a confirmation from the vendor, we immediately provide ship dates to the customer via telephone and email.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	We notify the customer ASAP via telephone and email and work out other possible options if available.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	No form is required. We review schedules with the vendors every day via their website portals.
#24	How many products do you stock? Where?
Response	We stock a wide variety of component parts at our corporate warehouse and the manufacturers stock most standard units.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Most products are either UL- or ETL-certified.
#28	If your product is defective, what is the replacement process and turnaround?
Response	We notify the vendor and get a new item out to the customer site, a service company goes out to service and repair the product, and we sent the defective item back to the factory for repair or replacement.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We coordinate with the vendor and provide a quick-ship option for a service fee.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	Standard warranty is 12 months from startup, not to exceed 18 months from shipment.
#31	Describe your procedures to monitor the quality of your products.
Response	Quality is monitored by the manufacturer and supported by warranty.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes. These are customized to meet customer needs.



#35	What is your standard warranty on replacement parts?
Response	We support the standard manufacturer's warranty, with optional extended warranties on materials and labor available at the time of ordering.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We look up the part's serial number on the manufacturer's portal when a customer calls it in for replacement parts.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	D&B partners with the factory and an independently owned service agency to provide the best customer service in the region. D&B Parts, a wholly owned subsidiary of D&B Engineering, stocks most commonly used parts locally.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	All D&B sales engineers provide cell phone and home phone numbers. Customer can reach our team 24/7.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	See response #38.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	See response #38.
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	See response #38.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	See response #38.
#44	Describe your call center organization.
Response	See response #38.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	We can set one up if required.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	The principals of D&B are responsible.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated

	with an HVAC unit or system where an energy management system is installed.
Response	See response #38.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	No.
#58	Describe your company's startup and system checkout responsibilities.
Response	For projects where start-up is included, we provide a pre-startup to the customer that they must complete and return prior to scheduling start-up. Once startup is scheduled a technician examines the equipment at the site and ensures that it is running properly.
#59	Describe your company's post-installation and warranty support.
Response	Warranty support is handled by a dedicated support team in the office to assist with claims.
#60	Describe your company's steps for system analysis.
Response	The project team discusses the analysis and uses a software package to provide documentation and further analysis.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	Customer records are maintained for each job at both D&B and the manufacturer. We track activity and coordinate with the manufacturer to maintain the latest product and site data.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Yes, although proper documentation must be completed and filed.
#65	Who performs your start-up procedure?
Response	Certified employees and third-party subcontractors
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	\$12M - \$15M
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	Through our wholly owned subsidiary, D&B Services, we can provide all functions required for a turnkey installation.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We would set up a site visit to inspect the existing equipment. At that time, we record nameplate data and any other pertinent information, such as dimensions. We typically take photographs as well. We work with our various factories to design the best suitable replacement for the customer and do our best to work within any budget constraints.
#69	Describe what project scheduling tools your company uses to track projects during construction.



Response	Microsoft Project
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	With the requirements of the project in mind, we select equipment to provide the highest level efficiency possible while maintaining the overall project budget.
#71	Describe how your company handles site development and project permitting processes.
Response	A D&B project manager handles such tasks routinely.
#72	Describe you company’s design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	We set up a site visit to inspect the site. Throughout the project a project manager is available to oversee the project in its entirety.
#73	What is your company’s design approach and philosophy for a turnkey or energy retrofit contract project?
Response	We offer the most efficient solutions to maximize any available energy rebates and stay within the customer’s intended budget constraints. Our company has a reputation for delivering projects on-time and on-budget. We have delivered more than \$20 million of utility rebates to customers over the last 20 years.
#74	Describe your company’s construction management plan.
Response	D&B has professional project managers on staff.
#75	What is your standard warranty on installation?
Response	One year on labor, manufacturers’ warranty on parts
#76	What is your standard warranty on energy retrofit contracting?
Response	One year on labor, manufacturers’ warranty on parts
#77	Do you differentiate in your company’s standard warranty if financing is part of the contract? If so, please describe.
Response	No.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	All service is guaranteed.
#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	Prices are honored for all states in which we do business (NY, NJ, CT, and PA).

Appendix F:

COMPANY PROFILE

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

GENERAL:

1. Company's official registered name.

Daikin Applied Americas Inc.

2. Brief history of your company, including the year it was established.

Daikin is the largest global HVAC manufacturer for commercial, industrial and residential air conditioning systems, and the global air conditioning leader. In North America, Daikin Applied provides expertise in commercial HVAC systems with technologically advanced and highly applied systems. Daikin's core business centers on air conditioning (AC), which is 87 percent of Daikin's annual sales, which makes us truly distinct from others in our business.

In 2006, Daikin acquired McQuay International, and we spent the next five years focusing on quality before we added Daikin to the McQuay name. Leveraging the knowledge and resources that make Daikin the global AC leader, we've become a leader in nearly every product category.

3. Company's Dun & Bradstreet (D&B) number.

172719437

4. Corporate office location.

13600 Industrial Park Blvd.
Minneapolis, MN 55441

5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.

- Company total number of employees nationally is 2,491
 - Direct sales: 84 sales workers
 - Service technicians: 472 technicians
 - Engineering support: 350 professionals
 - Administration: 176 administrative support workers
- Note: Sales support employees are included in administration and direct sales breakdowns.
- Daikin Applied also has 120 independent representative offices that include 600 sales engineers supporting Daikin Applied in local markets.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Our corporate headquarters are in Minneapolis, MN. We have five manufacturing facilities: Auburn, NY; Verona, VA; Faribault, MN; Owatonna, MN; and Phoenix, AZ. We maintain more than 50 HVAC service offices throughout the United States.

See **Miscellaneous** tab for list of service and sales locations.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- a. Sales**
- b. Sales Support**
- c. Marketing**
- d. Financial Reporting**
- e. Executive Support**

See **Miscellaneous** tab for resumes

- Sales
Mark Faucher – Vice President, Owner Sales, 763-218-5198, mark.faucher@daikinapplied.com
- Sales Support
Duane Rothstein – Vertical Market Manager, Government, 952-262-9313, duane.rothstein@daikinapplied.com
- Marketing
Susan Kaufman – Vice President, Strategic Marketing, 763-553-5461, susan.kaufman@daikinapplied.com
- Financial Reporting
Clayton Jacoby – Senior Vice President, Financial and Information Technology, 763-553-5081, clayton.jacoby@daikinapplied.com
- Executive Support
Kirk Thorne – Executive Vice President, Sales, Marketing and Aftermarket, 763-553-5385, kirk.throne@daikinapplied.com

8. Define your standard terms of payment.

Net 30 days.

9. Who is your competition in the public marketplace?

Major manufacturers such as Carrier, JCI-York, and Trane are Daikin's direct-equipment competition. However, we also compete with multiple contractors on turnkey solutions.

10. Overall annual sales for last three (3) years; 2012, 2013, 2014?

The following yearly sales represent equipment and service for Daikin Applied. Parts sales are not included.

- 2012: \$638.9M USD
- 2013: \$646.7M USD
- 2014: \$680.5M USD

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2012, 2013, 2014?

Daikin Applied bundles public sector sales and with other defined tracking categories that include Federal Government sales. We have no means of excluding Federal Government sales to provide a value that only represents public sector sales. The best Daikin Applied can do is provide the following yearly sales which is representative of the education market (a public sector):

- 2012: \$142.2M USD
- 2013: \$133.5M USD
- 2014: \$138.8M USD

12. What is your strategy to increase market share in the public space?

Public entities are under constant pressure to do more with less. Daikin recognizes this significant pressure in managing energy so we make energy efficiency our number-one strategic priority. Our goal is to deliver public entities efficiencies that meet or exceed their goals for cost savings and sustainability, evidenced by:

- For many equipment lines, Daikin's energy-efficiency rating exceeds ASHRAE standards and leapfrogs domestic competitors
- Daikin is the leader in variable speed compressor technology
- Daikin's Modular Central Plant (MCP) is a pre-engineered, pre-assembled module that is a low-cost alternative to a site-built central plant
- Magnitude centrifugal compressor chillers earn LEED points and require much lower start-up energy, creating electrical savings

Our sales team structure offers a further advantage to growing market share in the public space where systems and compliance requirements can be unique to each municipality. Daikin's National Accounts team is dedicated to deliver on TCPN's needs at the organizational level, and our sales representatives serve as the local experts, intimately versed in their municipality needs. This partnership ensures Daikin can deliver custom solutions for TCPN and its member organizations.

13. What differentiates your company from your competitors?

Daikin Applied is part of Daikin Industries, the number-one air conditioning company globally. HVAC is all we do. One hundred percent of our efforts are dedicated to innovating HVAC technology and solutions to improve performance, reliability and energy efficiency for our customers.

14. Briefly summarize your company's Quality control/Quality assurance program.

All Daikin Applied facilities are ISO 9000-certified by an outside registrar.

15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Daikin Applied is and has been involved in litigation but these matters would not adversely affect the performance of this business relationship.

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

Daikin Applied believes in a comprehensive approach to reducing the total cost of operations for the customer's HVAC systems. It is our usual approach to a customer's request for equipment replacement, energy retrofit or HVAC system conversion evaluations, that we determine if they have goals for energy reduction, energy-efficiency improvement or sustainability initiatives.

We have successfully aided customers in lowering their cost of operations and maintenance through our equipment, installation as well as operations and maintenance (O&M) practices. We have many tools to help customers analyze the impacts of increased preventative maintenance and its impact on energy efficiency as well as equipment longevity and reliability. These are the type of value-added services Daikin Applied can offer an equipment or service customer. We can financially quantify and project cash-flows for customers to use in making important investment decisions. Daikin Applied has several case studies documenting these savings which are attached within our response.

In addition to these cost reductions, our service offices conduct weekly training on equipment, systems and controls to increase technician productivity that reduces the amount of time our technicians use to solve customer issues. We measure technician time on activities and continuously strive to improve the time required to properly repair and service HVAC equipment while maintaining peak operational performance for our customers.

PRODUCTS:

17. What is the reputation of your company's products in the public marketplace?

As the number-one brand internationally, Daikin leads the industry with a reputation for innovation in next-generation technology (e.g., inverter technology offering greater energy savings and comfort; heat pump technology for absorbing and moving heat from the air; and refrigerant control, providing efficient heat absorption).

Daikin Applied benefits from this international leadership and is known in the Americas for technology that drives efficiency. Leveraging the knowledge and resources that make Daikin the global AC leader, we now have the world's most advanced chiller R&D center (LEED Gold Certified) where we can simulate ambient environments of sub-arctic and Saharan temperatures at the same time. This is just one example of the innovation that drives our reputation for advancing technology.

18. Indicate your company's ability to provide temporary cooling when needed.

Daikin Applied has air-cooled chillers with capacities between 55 and 500 tons. These include pumps with bypass, hose, and power cabling. Temporary cooling is available via Daikin Applied service offices or local manufacturer's representative offices in the United States and Canada.

19. What equipment/system support documents will your company provide?

Daikin Applied provides a complete submittal document that includes technical data sheets, certified drawings, wiring diagrams and specifications for all products we manufacture. Each product also ships complete with an installation manual and an O&M manual. Daikin Applied also has a host of systems application guides that are available to its customers.

20. Identify the process of receiving a purchase order to the ordering of equipment.

Once Daikin Applied receives a purchase order, we create an equipment submittal package. We send the submittal package to the owner for their review and approval. After receipt of approved submittals, the Daikin Applied local manufacturer's representative enters the order via Daikin Tools.

21. Describe your company's shipping schedule notification procedures.

Each proposal from Daikin Applied contains lead times to notify the owner up front of current manufacturing lead times. Once we receive a purchase order, we enter a contact name and phone number via Daikin Tools. The factory and/or shipping company calls the designated customer-contact person prior to shipment notifying them of when to expect on-site delivery.

22. Describe how your company deals with shipping delays. How do you notify your customer of delays?

When Daikin Applied customer service is advised of delays by factory scheduling or purchasing due to the factory being behind schedule or parts shortages, Daikin Applied customer service emails the local manufacturer's representative who transmitted the order to advise them of the delay, explain the reason for the delay, and provide them what we currently know as the new ship date. We then follow up each day with production and keep the customer apprised of progress. We work with the shipping company to have trucks available to deliver the equipment as soon as it's ready to leave the factory.

23. Provide your shipping schedule reporting form. How many times do you update?

See **Miscellaneous** tab for shipping schedules which are updated weekly by Daikin Applied factories.

24. How many products do you stock? Where?

Daikin Applied stocks multiple models and configurations of air-cooled and water-cooled chillers, condensing units, fan coils, light-commercial rooftops, packaged terminal air conditioning units (PTACs) and water source heat pumps (WSHPs). Products included in Daikin Applied's stocking program are stored at their respective manufacturing facility.

25. What is your percentage of on-time delivery at each manufacturing plant?

- Air Handlers, Applied & Commercial Rooftop Units: 98 percent
- Chillers: 95+ percent
- Unitary: From April 2014 through March 2015: 92.8 percent of WSHPs have shipped on-time or early. For the same period, 98.2 percent of unit ventilators (UVs) have shipped on-time or early.

26. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

Daikin Applied has no customer-direct ordering capabilities. All OEM product orders are placed via sales representatives or parts-distributor channels. Daikin Applied has custom product configurators and ordering tools that our sales teams use to place customer orders. The tools exist on a mixture of distributed Windows, web and mobile platforms.

27. Are all HVAC units UL listed and in compliance with all applicable codes in all states?

- Air handlers, applied, and commercial rooftop units: All units are listed by ETL which tests in accordance to UL1995.
- Air-cooled chillers: all our standard air-cooled chillers meet the commonly applicable national codes such as ASHRAE 90.1, ASME and NPFA 70.
- Water-cooled chillers: all of our centrifugal chiller products are ETL-tested and UL listed.
- Fan Coils: Yes.
- Unitary: Yes.

28. If your product is defective, what is the replacement process and turnaround?

If a component is found to be defective, technical support determines if it can be fixed in the field or needs to be replaced. Replacement parts are available in our Dayton, OH warehouse and typically ship within 24 hours. Defective products are covered by the standard Daikin Applied warranty policy. Warranty policies vary by product but typically cover parts for 18 months after shipment and may offer a labor allowance for repairs made within six months of shipment. Ordering replacement parts and performing labor are the responsibility of the installing contractor or service designee of the owner or owner's representative. Critical replacement parts are readily available through Daikin Applied's Aftermarket and Parts distribution channel.

All centrifugal products are warranted to be free of defects in material or workmanship for the duration of the warranty period. If any part is deemed defective, it will be replaced to the extent of the warranty on the equipment. The process varies in time duration depending on the defective components. Some repairs are completed within hours of diagnosis by Daikin Factory Service.

Products are covered for factory defects by the standard Daikin Applied warranty policy. Policies vary by product but typically cover parts for 18 month after shipment and may offer a labor allowance for repairs made within six months of shipment. Ordering replacement parts and performing labor are the responsibility of the installing contractor or service designee of the owner or the owner's representative. Critical replacement parts should be readily available through the Daikin Applied Aftermarket and Parts distribution channel.

29. What is the capability of your company to respond to emergency/rush orders?

- Applied and commercial rooftop units: the standard production cycle is six to eight weeks with an option for 20-day quick shipping.
- Air handlers: standard production cycle is six to eight weeks with an option for 5/10/20-day quick ship.
- Air-cooled and water-cooled chillers: Daikin Applied has an extensive stock program that covers a majority of tonnages and includes commonly selected options for select air-cooled and water-cooled chillers. Stock chillers can generally ship within days.
- Fan coils offer a 5/10/15-day quick-ship program.
- Daikin maintains several million dollars of in-stock centrifugal-chiller inventory for emergency or rush orders. We also maintain a certain capacity for stock modification, should a standard-stock machine not fulfill the immediate need.
- Daikin Applied stocks a large volume of WSHPs in two warehouses, one in Staunton, VA and the other in Laredo, TX. Stocked units are available for immediate shipment. Both WSHPs and UVs offer quick-ship ordering options.

30. State whether your company provides a quality guarantee on your products. If so, please describe.

- Air handlers, applied, and commercial rooftop units: All units have a one-year standard parts-only warranty. Optional warranties are available for compressors and heat exchangers.
- Air-cooled and water-cooled chillers: Daikin Applied chillers are manufactured in an ISO 9001-certified manufacturing facility and each unit undergoes a rigorous quality inspection and functionality test prior to shipment. Customer quality and satisfaction are our top priority.
- The Daikin centrifugal chillers are built to Daikin's strict quality standards, complying with quality checks throughout the manufacturing process and culminating with a rigorous test at the completion of the production cycle. All of our centrifugal chiller products are built in Daikin's ISO 9001- and 14001-certified production facility in Staunton, VA, and participate in the AHRI qualification/certification process. We maintain six AHRI test cells to simulate job conditions for certified performance prior to leaving the Staunton facility.

31. Describe your procedures to monitor the quality of your products.

Quality metrics are measured at all levels, including factory metrics, aftermarket metrics and major quality problems.

32. Do you offer extended parts and labor warranties? If yes, state length of warranty.

- Air handlers, applied, and commercial rooftop units: we offer an optional five-year warranty on compressors and a 10-year warranty on natural-gas furnaces, or an up to five-year complete unit-parts warranty.
- Air-cooled and water-cooled chillers: standard products generally have either a one-year parts and labor warranty or a one-year parts-only warranty, depending on the product. Optional parts-only or parts and labor warranties can be purchased for up to five years. We will provide longer warranties, as requested.
- The standard centrifugal warranty is 18 months from shipment or 12 months from start-up, whichever comes first. This warranty covers the entire unit for parts and labor. There are several customizable warranty options, covering parts and/or labor and refrigerant for varying lengths of time.
- Unitary: The extended warranty offerings vary by product. Most products offer a four-year extended parts warranty (covering the 19th to 66th months after shipment). Extended labor warranties are not offered.

33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

The following customers have five-year contracts:

- Klein Independent School District (ISD) (TX) – extended parts, labor and refrigerant warranty on numerous chillers
- Conroe ISD (TX) – extended parts, labor and refrigerant warranty on numerous chillers
- Beaumont ISD (TX) - extended parts, labor and refrigerant warranty on numerous chillers
- City College of NY (NY) – preventative maintenance on multiple chillers
- Pharr-San Juan-Alamo ISD in the Valley (TX) – several campuses and varied equipment under extended parts and labor warranty
- Edinburg ISD (NY) – several campuses and varied equipment under extended parts and labor warranty

34. What is your standard warranty on Building Automation Controls?

Daikin Applied doesn't manufacture Building Automation Controls.

35. What is your standard warranty on replacement parts?

One year from the date of purchase.

36. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?

All warranty parts orders are linked in a warranty database to specific serial numbers. In addition, if labor is requested for the repair, this data is also linked in the same database to the unit serial number.

37. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

Daikin Applied will honor its pricing in all 50 states.

SERVICES:

38. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.

The Daikin Applied Service Team has more than 50 company-owned service centers located throughout the United States and Canada that are available to provide complete HVAC service 24 hours a day, seven days a week. Our service team consists of more than 500 factory-trained technicians with extensive knowledge and experience that enables them to support service requirements for entire facilities. Our main parts distribution center is located in Dayton, OH, but all of our service center locations carry a local inventory of OEM parts that enables us to provide fast support to our customer base.

39. Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.

Daikin Applied Service provides service 24 hours a day, seven days a week (24/7). During after hours, each service location uses a live, local call center to support emergency service requirements. Our answering service will directly contact our on-call technician, who will typically respond back to the customer via telephone in less than 30 minutes.

40. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.

The Daikin Applied Service team has a more than 40-year history of providing timely service and problem resolution to our North American customer base. Our factory-trained technicians are highly skilled at providing 24/7 emergency repairs, planned maintenance, repair services, full turnkey upgrades and temporary cooling solutions for our diverse customer base.

41. Please describe the quality program(s) within your company which measures your service work.

Currently, the Daikin Applied service team has several key performance indicators (KPIs) in place that enable us to measure the promptness and reliability of our service team's work. These KPIs give us insight into the speed and quality of our repair services which allows us to make constant and continuous improvements to our service performance.

42. List your company's standard scope of work performed for preventative maintenance visits.

Daikin Applied Services provides customized preventative maintenance solutions to our customers. These solutions are designed based on the equipment type, the customer's requirements and the system design. Our maintenance offers can include comprehensive maintenance (all parts and labor), predictive maintenance, inspection maintenance and remote maintenance. See **Miscellaneous** tab for examples of service programs which includes their scope.

43. List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.

Daikin Applied completes \$59.9M in maintenance contracts, including time and material repairs, annually.

44. Describe your call center organization.

Daikin Applied Service does not operate a national call center. All service requests are handled at the local level by our local service teams. This local service support is available on a 24/7 basis.

45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

Each Daikin Applied service center has a dedicated toll-free telephone number for placing service orders. Each of our service centers are available for any service requirement on a 24/7 basis.

46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

For emergency service calls during our normal business hours, Daikin Applied service coordinators review and prioritize each emergency request. Prioritizing these calls is based on the nature of the call and the site conditions (e.g., life-safety issues, calls from hospitals or data centers). Our service coordinators then review each emergency service request with our operations team so we can accurately match the skill set required for the job with the appropriate need. In an after-hours emergency call situation, our live, local call center will contact the main on-call technician. If the call center cannot reach the on-call technician within 10-15 minutes, it will contact the alternative on-call technician or the technician supervisor. If there is no response from the supervisor, we escalate the emergency call to the district service manager to address the call emergency.

47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

Once the call is initiated, we send the information to the assigned technician via a handheld device. After completion of work, service technicians capture all pertinent data on the handheld device and transmit it to the host system. After collection of site data, we send copies of material/subcontractor invoices and a viable purchase order for the job to the audit queue for review. If all required information is complete, we send the job to our billing system (Oracle) for invoicing. The time required varies widely, based on the individual job requirements and scope, ranging from the same day to possibly weeks for job completion.

48. What technology such as GPS tracking does your company use to track completion of repairs?

All of our service vehicles are equipped with GPS devices in an effort to assure quick response (i.e., the closest technician) and also provide proof-of-service data because as the travel route, time and stops are all time-stamped and tracked. Daikin Applied also uses our service operating system (Astea) to monitor the status and progress of our service jobs. Astea enables our service operations team the ability to get real-time status and updates for any jobs we are working on.

49. What is the reputation of your company's service in the public marketplace?

Daikin Industries, a Fortune 1000 company, is the largest air conditioning company in the world. Combining advanced technologies and R&D capabilities, Daikin creates innovative products, systems and services that benefit the industry and lives of our customers. With more than six million square feet of manufacturing space and 5,000 dedicated employees in 75 countries on six continents, Daikin Applied is uniquely positioned to make sure our products and services are always within our customers' reach.

50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?

Daikin Applied Service accounts for any costs associated with a preventative maintenance contract in the month in which the service occurred. Services are reported on a monthly basis.

51. Identify the process of receiving a purchase order to the providing of a service contract.

Generally, requirements are discussed prior to the presentation of a proposal. Once the proposal is accepted and a purchase order is received, the scope of the agreement is reviewed with the assigned technician and a mutually acceptable schedule for inspections is established.

52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.

Generally, Daikin Applied does not monitor energy management systems (EMS) directly; we rely on our subcontracting partners. Daikin Applied will maintain HVAC equipment and/or systems. If there is an issue associated with the EMS, Daikin Applied will reach out to the highest-level technical support available, as necessary.

53. List the number of sites your company currently monitors Energy Management Systems (EMS).

Today, Daikin Applied Service monitors approximately 88 remote sites through our Daikin D-Net service. Daikin D-Net is our remote equipment-monitoring package designed for our applied chiller products.

54. List your company capabilities regarding system changes and repairs to EMS systems.

The system change and repair capabilities of Daikin Applied service varies throughout our organization. Our local talent level for EMS system repairs varies based on such factors as equipment type, equipment manufacturer and local expertise.

55. List the reporting capabilities your company has for EMS system parameters.

Daikin Applied does not manufacture EMS systems. We would rely on our sub-contractor relationships for maintenance and repair of EMS systems.

56. Does your company maintain and repair/replace EMS in-house (self perform) including monitoring, alarm resolution, repairs and adjustments?

Daikin Applied does not manufacture EMS systems. We would rely on our sub-contractor relationships for maintenance and repair of EMS systems.

57. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?

Daikin Applied does not manufacture EMS systems. We would rely on our sub-contractor relationships for maintenance and repair of EMS systems.

58. Describe your company's startup and system checkout responsibilities.

We send a factory-certified technician to perform a factory start-up of new equipment. This includes working with other trades (e.g., electrical, piping, controls contractors) to assure proper electrical and piping connections, verification of voltages and water flows, and other details. The technician starts up and logs the machine, making note of operating characteristics at varying load conditions. The technician also performs cursory overview training on the proper operation of the unit for designated customer personnel.

59. Describe your company's post-installation and warranty support.

Daikin Applied's post-installation and warranty support is provided by our factory service offices. During the final project close-out and customer satisfaction meeting, we produce a project information binder for the customer. One tab in our notebook includes the warranties for the project in written form. The warranty start dates begin either with the equipment start-up or the project completion notice unless otherwise defined in our contract.

After close-out, the project is transitioned to the warranty period. Daikin Applied opens up a service call in our business systems to clearly outline when the warranties begin and end as well as the

extent of coverage for Daikin Equipment, non-Daikin equipment, materials and labor, as defined and agreed to in our contract with the customer.

Our service coordinators are the main point of contact for customer warranties and during the project close-out meeting, we give our warranty support phone number, email and contact names to the customer. We review the process for warranty claims with our customer contacts which include a phone call to our service coordinator. Our service coordinator contacts the Daikin warranty administrator for any Daikin-manufactured equipment and the representative for non-Daikin equipment, as well as scheduling and dispatching our technicians for providing the warranty services requested. The technicians communicate the status of any warranty-related items to the customer. If the requested deficiency is regarding Daikin Applied- or subcontractor-provided material, equipment or a workmanship-related item, we proceed immediately with repairs or adjustments. We complete a service ticket upon completion and leave a copy of the service report with our customer contact. If our technicians find the requested item is not within the scope of our project, we notify the customer and discuss the issue with them.

We are very client-centric and customer satisfaction is very important to us. We normally err on the side of customer satisfaction for items that cannot be agreed on with the customer. We want our customers to think of us and call us for service because they remember receiving outstanding service from our team.

60. Describe your company's steps for system analysis.

Daikin Applied's local professionals analyze facilities with existing systems. Daikin Applied forms a team that typically consists of our local manufacturer's representative and local service representative. For larger projects and systems, the team can be expanded to include engineering support. The members of the team, along with the owner's representative, analyze the system and collectively formulate a solution.

61. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?

Daikin Applied uses multiple computer systems and software packages to provide customer support. Daikin Tools is a software platform that manages our equipment orders. Oracle manages all of our financial transactions. Astea manages customer support for our service business. Daikin Applied uses Salesforce.com in many ways, such as tracking warranty and quality calls to improve our high quality standards.

62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

Accounts Payable is a centralized function located in Minneapolis and all invoices are directed to Minneapolis for timely payments.

63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.

All start-up technicians have been thoroughly factory trained on the proper start-up and operating procedures for the specific type of machine. This is accomplished with formal classroom and hands-on training at our factory schools. These technicians are also supported by their local supervisory staff, a network of regional trainers and our Technical Response Center. This assures that any issue can be identified and addressed properly and completely.

64. Is warranty coverage dependent on using your start-up procedure?

- Yes. The start-up documents must be completed with signatures and dated for determination of the effective warranty-period dates.
- It is the customer owner's responsibility to complete and return the registration and start-up forms accompanying the product to the manufacturer within ten days of the original start-up. If this is not done, the ship date and the start-up date will be deemed the same for the warranty- period determination and such warranties will expire 12 months from that date.
- See **Miscellaneous** tab for a copy of Daikin Applied Americas Inc.'s Limited Product Warranty.

65. Who performs your start-up procedure?

Our factory-trained and highly skilled service technicians are qualified in each specific product and handle the start-up procedures for Daikin Applied equipment.

66. List the total dollar volume your company completes in HVAC retrofits annually.

\$26,400,000.

67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)

Architecture and engineering services (all disciplines); electrical construction; general construction; plumbing; piping; sheet metal; roofing; fire alarm and fire protection; access control and security; safety, rigging and crane; asphalt and concrete work; structural steel and reinforcement; vibration control; seismic analysis and reinforcement; temporary power with HVAC; HVAC thermal-loads analysis, testing and balancing; commissioning, controls and programming; indoor air-quality analysis; ventilation analysis; and redundancy analysis.

In addition, we also provide infrared thermography; predictive maintenance; preventative maintenance; HVAC service and repair; energy retrofits; measurement and verification; performance monitoring and alarm notification; performance reporting; energy analysis; O&M program assessment and recommendations; asset management and financial analysis for total cost of operations or lifecycle cost-analysis; and other services.

68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

Daikin Applied typically performs an assessment for all of the units included in the program regarding condition, useful life, nature of the spaces served and customer priority, upcoming or predicted major repairs or services, and then works with the team to prioritize the recommended replacements given available capital funding.

We are flexible with the implementation for projects with funding plans and can offer fixed pricing for a given time frame, if needed. Otherwise, we can help to establish budget values for a future lump-sum proposal for the determined scope of professional services and resultant construction and service work.

69. Describe what project scheduling tools your company uses to track projects during construction.

Daikin Applied normally uses Microsoft Excel for less complex projects and Microsoft Project for more complex projects. We have templates for common equipment replacement and energy retrofits that our project managers use to create a schedule that meets each customer's needs for the level of detail and accounts for service interruptions typically encountered with equipment-replacement work.

70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

Our customers complete a written survey to determine if the existing unit has satisfied their demands for heating, cooling and ventilation, and whether they have any "hot" or "cold" issues or have noticed unusual smells. Daikin Applied asks the customer about any future plans they have for remodeling or renovations that may affect the proposed scope of work. For a unit being considered for replacement or retrofit, Daikin Applied recommends that the customer consider a load analysis to ensure that the recommended equipment and system retrofits have the capacity to meet current loads and code requirements for ventilation. If determined to be necessary, Daikin Applied gathers and analyzes the most recent testing and balancing reports, or a system commissioning report, to help uncover issues with unit capacity or occupant comfort, load deficiency or other ventilation-related issues. We typically ask the customer if they have any preferences for equipment manufacturers, configurations, motors and drives, and any other equipment-specific requirements or wants.

After evaluation of available options open to the customer and their situation, Daikin Applied makes recommendations for equipment types, energy sources, accessories and other elements that we feel help meet the customer's requirements and requests. After discussion and reaching an agreement, the customer confirms the equipment to be used in the project. After this, we generate submittals either for records purposes or for internal customer review and approvals, as the customer's internal processes dictate.

71. Describe how your company handles site development and project permitting processes.

Daikin Applied does not perform traditional site development and does not obtain project permits for new construction. To clarify, we do not get involved in helping customers identify and purchase land or to perform site surveys, soil treatment, clearing and grubbing, environmental impact analysis, civil and site engineering or improvements, or new building construction. We have many offices that possess a general contractor's license in addition to their mechanical, plumbing and electrical licenses.

When required by the Authority Having Jurisdiction (AHJ) for the particular scope of services, Daikin Applied or our contracting partners prepare documents for plan review and permit applications and then post any permit-required documents and plans as well as requesting inspections, as required. We obtain final inspection approvals and certificates of occupancy for projects when required.

72. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.

When performing design-build services for our clients, we assign a full-time project or program manager, depending on the volume of design and construction work included within the offer. During the concept-development, design-development and construction-documents phases for engineering, we employ a team approach that includes the client and the project team (which includes professional disciplines and contracting partners mutually agreed-upon with the client).

The project or program manager performs the internal quality control review after the design professional's quality control process to ensure that before we approach the client, we have documents that are professional in appearance and contain the correct content for the development stage of the documents. We strive to define the customer's requirements and wants early in the project and review them during the design phase of the work to ensure compliance and to gain support for future engineering work direction and to reduce re-work. Given available time in the schedule, documents are forwarded in advance of document-review meetings. The assigned project manager or program manager is the individual responsible for the quality control reviews.

We do not have construction-document standards for equipment replacement, system retrofit, or energy-related retrofits at this time. We work with many different customers, architects, engineers and contractors and rely on these professionals to follow the customer's guidelines for drawing, specification and contract documents, or to use their own formats for such documents.

We perform the quality control reviews using our experience, and provide the level of detail required to convey the requirements to the AHJ and the construction team members. To ensure compliance with the contract documents, the quality-control process continues into the contracting phase with submittal preparation and reviews, sample submittals for materials-quality review, and site observations throughout construction.

The Daikin Applied plan for site observations to ensure compliance varies from a continuous on-site presence to weekly or bi-weekly reviews depending on the nature of the work. We complete a site assessment form that reviews contracting work in process and complete daily reports to track progress and document quality-related issues for each day that construction or service work is performed. We conduct daily safety and meetings for the work that covers the work being performed that day and the next day. All representatives discuss quality-related concerns for the project at this meeting so that deficiencies may be identified quickly and fixed as issues appear.

When the project scope is nearing completion, the Daikin Applied project manager performs a detailed review of all of the work performed under the contract and notes quality-related issues in the punch list. The client and their user groups are invited to participate in this detailed quality review.

The quality control process next includes formal submission and review of the punch list and development of an action plan to complete the punch list in accordance with the schedule.

Quality control isn't considered completed until after the final submittal of installation, O&M manuals as well as the start-up documentation, testing and balancing reports, commissioning reports, training for client users and maintenance/operations staff, followed by the final AHJ inspections and cleanup by all trades. This process also includes a final review of the close-out documentation, punch list item re-inspection and financial close-out documents.

Daikin Applied randomly generates customer satisfaction surveys to clients to ensure that we have met their expectations for quality and performance during the project. The feedback goes to the project manager and the Daikin Applied leadership team, which adjusts our quality control procedures and performance periodically, based on customer feedback and project performance.

73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?

Daikin Applied's philosophy is based on meeting the customer's needs. It starts with understanding the goals for the project and the client's business needs. With that in mind, we design a solution that fits their requirements, whether it is lowest first-cost, maximum energy efficiency, best lifecycle-cost, highest reliability, or other criteria. We spend time discussing and understanding the needs as the critical first step. With these discussions in mind, our design approach consists of understanding the "baseline" or existing situation, which may include a load analysis or a ventilation analysis, as well as a specific review of the existing HVAC and associated systems that may be affected by different solutions.

Once we analyze these factors, we work with the customer and their building occupants to discuss the pros and cons of different solutions to meet their goals. This process may consist of one meeting or a series of meetings, depending on the extent and complexity of the project. If it's an energy-related project that must be analyzed to quantify potential energy savings, then we determine whether the energy savings are to be simply stated based on our experience in the industry, or if it needs to be financially guaranteed.

We then determine which methods to employ to gather energy consumption and rate information, use patterns, system and equipment efficiencies, building envelope and internal loads, and other information to prepare the energy analysis. We may perform a bin model or perform a more detailed energy simulation using eQuest, if required. In providing the sufficient level of detail for analysis that the customer requires, we don't invest any of our or the customer's resources that are not required. A review of the requirement for measurement and verification are made for both guaranteed and not-guaranteed energy-savings projects.

Even though a project may not require guaranteed energy savings, establishing a few metrics that can be "baselined" before the retrofit and then logged or measured after the retrofit, can give all parties confidence that the energy retrofit has produced the desired results. We work with the customer to determine the IPMVP protocol that best applies for the measurements so that standards are followed and can be validated by a third party, if required. In guaranteed projects, we normally recommend keeping the M&V costs to less than five percent of the project cost, and if it is not guaranteed, less than one percent of the project cost.

74. Describe your company's construction management plan.

For construction projects that we perform for our clients, Daikin Applied creates a construction-management plan appropriate for meeting the customer's requirements and wants, as well as to ensure that adequate safety, cost control, schedule management, and installation coordination exists for meeting the project's goals.

Our project managers use project execution plan templates for common retrofit types that can be customized to meet construction management requirements. The project execution plan consists of the following general areas: customer goals for the project, stakeholders in the project, scope of work included and excluded, cost controls, scheduling and management, communications planning, as well as design and professional services, if included. The plan also includes specifying the

contracting team by trade or discipline and their customer roles (with contact information), the staffing plan, procurement plan, safety plan and risk management plan. We strive to keep the cost for performing the construction management to 10 percent or less depending on the customer requirements and the controls for the construction administration. We believe that whenever labor is performed on the site for any of our subcontractors or ourselves, there should be supervision to ensure that all project controls remain in place.

75. What is your standard warranty on installation?

Daikin Applied's standard warranty terms for service and repair work is 30 days on labor and one year on parts that are provided as part of the repair.

76. What is your standard warranty on energy retrofit contracting?

Our warranty for energy retrofits is the same as our installation work stated above.

77. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

No.

78. State whether your company provides a quality guarantee on your service. If so, please describe.

We offer quality guarantees within our warranties. The standards for construction materials and installation are somewhat subjective but we strive to keep customers satisfied and are willing to work with customers during the warranty period for maintaining customer satisfaction. After the warranty period, we believe we need to keep customer satisfaction as high as possible and will strongly consider quality-related support for the work we perform although we cannot guarantee that we will cover the costs for quality claims beyond our warranty period.

79. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

We honor pricing for all U.S. states, based on the current contracting and HVAC services laws, unless those laws are modified during the term of our agreement to the extent that Daikin Applied can no longer take the risks associated with contracting or service within a state, county or municipality. We will inform TCPN of legal changes beyond our control that would cause us to discontinue performing business in a certain geographical area as soon as we become aware of any new legislation.

SAFETY:

80. Describe your company's safety program during service/repair work.

We have a formal company safety training program for our service business. We also have a dedicated safety professional for our service business who maintains an OSHA 30-hour certification.

We conduct periodic topic reviews in accordance with our safety policy, procedures and plans. We perform safety audits in compliance with our policy and prepare reporting for our corporation as required by law. We follow all OSHA, state and local safety laws and will comply with additional customer safety plans that are part of a project or service agreement.

For service or repair work, if at all possible, we prefer to use the same technicians for all work on the customer's site because they are familiar with the working conditions and general nature of the customer's business, as well as any customer-related safety processes, requirements and forms.

For any new technicians to a site or new site that our team responds to, we complete a job site hazard assessment form, after check-in and discussion with the client about the scope for the service or repair. This discussion enables us to understand the potential hazards that may be involved during the work needed.

Before performing any work, we look at the hazards that may be present, assess if they apply to the work we need to perform, and analyze the safest way to accomplish the work. If the work requires two technicians, then our technicians are trained to call the office to request dispatch of a second technician to work with them.

Our technicians use and are trained with their Personal Protective Equipment (PPE). If the work requires specialized clothing, harnesses or safety equipment, we generally have everything needed on our service vehicles. However, if it is a special situation, we may need to leave the site to obtain the proper safety gear, or wait for PPE gear to be brought to our work site. Our technicians understand that taking the time to perform the work in a safe manner is important to everyone. If we identify any safety-related issues in the performance of our work or as we are approaching the area of work, we notify the customer about the potential hazard to their employees, customers and vendors.

81. Describe your company's safety program during construction.

The construction safety program is identical to our program for service and repair work. All Daikin service employees complete annual OSHA compliance training as well as company-mandated safety toolbox training at all job sites. A Job Hazard Analysis (JHA) is also completed before beginning work each day at all job sites and is available at the site for review. Daikin Service also has an aggressive job site safety auditing program, which is conducted by Daikin site supervision and Daikin management. Records for all these programs are available on request.

82. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

Daikin's service team maintains safety tracking numbers in companywide format or broken down by district. Daikin tracks TRIR, lost days and severity rate. These records are available in the client's format of choice, upon request.

83. What reporting mechanism does your company provide to the customer upon completion of any project?

For preventative maintenance and service repairs, we provide our service tickets as well as the associated forms for preventative maintenance work or other forms for specialized repairs or services (e.g., eddy current, vibration analysis, alignment). For on-site reports, these are the only documents prepared and no other documents are provided other than billings. For construction-related projects, we follow our contracting project-execution process with formal letters for substantial completion, final completion and the final documentation package for the project.

The final documentation package usually includes many of the following documents (but sometimes not all apply): installation manuals, O&M manuals; letter of documentation for owner training with attendees listed; testing and balancing reports; commissioning reports; refrigerant monitoring and other equipment calibration reports; as-built drawings; recommended spare parts lists; service agreement proposal; equipment warranty statements for Daikin and non-Daikin equipment; controls drawings and sequences of operation; and a set of submittals and project documents (plans and specifications) usually in electronic format.

MARKETING/ SALES

84. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days**
- b. Announcement of award through any applicable social media sites**
- c. Direct mail campaigns**
- d. Co-branded collateral pieces**
- e. Advertisement of contract in regional or national publications**
- f. Participation in trade shows**
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:**
 - i. TCPN and Region 4 ESC Logo**
 - ii. Link to TCPN and Region 4 ESC website**
 - iii. Summary of contract and services offered**
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials**

We are 100 percent committed to marketing our partnership with TCPN and its member community in the most proactive, responsible way.

Daikin Applied staffs a full marketing team with expertise across multiple media and vertical markets. Our recent and planned marketing initiatives and successes include 14 trade shows in the 2015 calendar year; a digital campaign including search engine marketing (SEM) and social media; a website receiving over 13,000 sessions per month including 60 percent from new visitors; a print campaign in industry-leading trade publications; public relations that created over 100 million impressions and over 50 feature articles in FY2014; targeted direct and email; and dozens of printed collateral pieces.

For TCPN, we recommend kicking off our relationship with a work session with TCPN leadership to understand your marketing objectives and create a custom plan to support them. Using our simple strategic framework we would answer the following questions:

- 1) What is the business challenge we are trying to solve?
- 2) What is the source of growth?
- 3) Who are the people associated with this growth?
- 4) What problem do they have that Daikin can help solve?
- 5) What do they know/believe about Daikin?

- 6) What do we want them to do in the future?
- 7) Where can we find them at scale? Why are they there? How can we engage them in that context?
- 8) How can we use our owned properties to deliver on this need?

From this strategic platform we would create a custom marketing plan that may include:

- A press release to announce the partnership, within the first 30 days.
- Announcement of award from our social properties; creative support to announce the partnership across TCPN and member properties.
- Participation at our national sales meeting in Orlando in September 2015 which welcomes over 1,000 guests and sales representatives to see our equipment in live demonstrations, receive training from product managers and engage with our executive team and sales representatives over three days.
- A road show that brings our equipment to your members in multiple markets for training and exposure.
- Webinars for thought leadership and virtual training.
- Publicity at scheduled trade shows; collateral for TCPN's trades shows; additional trade show of TCPN's choosing.
- SEM with strategic and creative support in keyword selection and messaging.
- Landing page or microsite that links to our website, the designated sales representative and/or a TCPN property.
- Co-branded collateral.

85. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

After a contract award, Daikin Applied will educate our local manufacturer's representatives and service representatives on the benefits of the TCPN contract. In turn, those local representatives will educate eligible customers of the benefits of the TCPN contract.

86. Explain how your company plans to market this agreement to existing government customers.

After a contract award, Daikin Applied will educate our local manufacturer's representatives and service representatives on the benefits of the TCPN contract. In turn, those local representatives will educate existing customers about the benefits of the TCPN contract.

87. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

After a contract award, Daikin will hold multiple web conference calls and multiple regional training workshops to educate all of our manufacturer's representatives and service offices. Internally, all of our software and computer systems will be customized to properly track qualified TCPN orders. Daikin Applied will also train internal personnel (credit representatives, accounting, legal, etc.) on the requirements of the TCPN contract. Daikin Applied will also put in place a committed manager to

implement, execute and grow the TCPN contract.

88. Describe how you intend to train your national and/or regional sales force on the Region 4 ESC agreement.

Daikin Applied holds a yearly national sales meeting. These meetings are either held in a centralized location or held regionally. In either case, multiple mandatory training workshops will be held to educate our equipment and service sales forces.

89. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes. We agree to provide company logos to Region4 ESC and agree to provide permission for reproduction of our logo in marketing communications and promotions.

90. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ 5M in year one

\$ 15M in year two

\$ 30M in year three

ADMINISTRATION

91. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Daikin's Group Purchasing Organization, (GPO) contract implementation is consistent among our Healthcare GPO's.

1. New GPO agreements are launched across GPO membership through a GPO in-house communication system.
2. Daikin Applied's Market team launches new contract data to all Daikin Applied representatives and employees through in-house communication.
3. Healthcare National Account team drives contract utilization through Daikin Applied rep site visits, GPO customer site visits and participation in national healthcare conferences.
4. Healthcare National Account Manager meets quarterly with GPO key accounts (key accounts determined through strategic Daikin Applied-GPO planning).
5. Healthcare National Account Manager meets biannually with GPO to review program.

References:

- Premier, Inc. - Donna Craft, 704-425-2883, donna_craft@premierinc.com
- MedAssets - Charles Messamore, 972-813-7749, charles.messamore@medassets.com
- Novation - Casey Scott, 972-581-5977, cascott@novation.com
- HealthTrust - Jenna Thomas, Jenna.thomas@healthtrustpg.com
- Amerinet - Mike Reed, Mike.Reed@amerinet-gpo.com

Daikin Applied's Dedicated and Knowledgeable TCPN Members

Over the last five years a large group of individuals with a high degree of TCPN knowledge and experience have joined Daikin Applied America's Team. It is with this nucleus of individuals along with other dedicated resources that will accelerate Daikin Applied's introduction into the market place as a provider of World Class HVAC services.

The following is a representative list of individuals with TCPN and government experience:

Name	Title
Mark Faucher	Vice President of Sales and Service for the Americas
Guy Gibson	Senior Sales Representative HTS, Houston Texas
Kurt Lyles	Senior Sales and Service Representative Mechanical Concepts Louisiana
Scott Schomburg	District Service Manager Houston Texas
Joe Leichner P.E.	Senior Energy Engineer for the America's
William Davidson	Senior Director of National Accounts for the America's
David Bourque	Senior National Account Manager for the Americas and Canada
Duane Rothstein	Vertical Market Manager Federal Government
Tom Matthews	Service Sales Representative Washington DC

See **Miscellaneous** tab for the resumes of the individuals listed above.

Daikin Applied from its most senior management levels to the field implementers are dedicated in making this new partnership an important success.

92. Describe the capacity of your company to report monthly sales through this agreement.

After a contract award, all of Daikin Applied's equipment ordering, accounting and reporting software will be customized to track all TCPN orders.

93. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Each eligible TCPN customer will be set up in Daikin Applied's accounting and ordering systems and tagged as a TCPN member. These two reporting systems will allow Daikin Applied to generate multiple reports for Daikin Applied and TCPN.

94. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

A Daikin Applied national account engagement utilizes a continuous improvement process and regular strategic account reviews to determine how we are working with our GPO partners. From generation of reports, managing coordination across factories, delivery, service offices and equipment representative offices, we engage in regular process improvement reviews treating our GPO relationships as dynamic opportunities to improve efficiencies to make it as cost effective as possible for us as well as our customers.

As a selected partner of TCPN, we intend to align inside and outside sales resources to maximize our team's effectiveness as we work with you and with TCPN-member entities. We will also review the opportunity to leverage select e-commerce, dedicated parts and service contacts to maximize

effective communications and minimize added costs.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to [reduce our carbon footprint](#), reduce waste, promote energy conservation, ensure [efficient computing](#), and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

95. Please provide your company's environmental policy and/or green initiative.

Daikin leads by producing premier products, systems and solutions while maintaining a strong commitment to the air we breathe, the earth and water that sustains us, and to our employees and the communities where we live and work. Daikin is focused on a sustainable future, the highest environmental standards, energy-efficiency leadership and exemplary corporate citizenship.

We rigorously measure and monitor our progress within the company to reduce waste and conserve resources. Within the larger community we help solve the problem of climate change by using our technological strength to mitigate the further increase of greenhouse gas emissions. It is in Daikin's DNA to strive for excellence and meet or surpass all environmental standards.

Vendor Certifications (if applicable)

96. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

See **Miscellaneous** tab.

97. Please provide a copy of your certificate of insurance.

See **Miscellaneous** tab.

98. Please provide a letter on the bonding company's letterhead detailing your bonding capability.

See **Miscellaneous** tab.

References

Provide a minimum of FIVE (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title City and State

Phone Number Years

Serviced

Description of Services Annual

Volume

See **References** tab.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	ElitAire, Inc
Name of Person Completing Form:	Matt Beecroft

General	
#1	Company’s official registered name.
Response	ElitAire, Inc.
#2	Brief history of your company, including the year it was established.
Response	Established in 2008, ElitAire is the largest and most diverse independent HVAC manufacturers’ representative in Ohio.
#3	Company’s Dun & Bradstreet (D&B) number.
Response	01-689-0728
#4	Corporate office location.
Response	Cincinnati, OH
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	12 sales, 10 engineering and sales support, and two service technicians.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	Cincinnati OH – Serving the Tri-State (IN, KY, OH) Cincinnati and Dayton markets. Rick DeWitt, Principal. 11325 Reed Hartman Hwy, Suite 100, Cincinnati OH 45241, 513-475-3800, rdewitt@elitaire.com. Columbus OH – Matt Beecroft, Principal, 6155A Huntley Rd., Columbus, OH 43229, 614-360-1330, mbeecroft@elitaire.com
#12	What is your strategy to increase market share in the public space?
Response	We are focused on providing energy efficiency and engineering support.
#13	What differentiates your company from your competitors?
Response	The quality of our systems engineering and application support, as well as our after-sale support.
#16	Provide evidence of your company’s ability to continuously lower the customer’s costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	We continuously initiate new products and services that lower the end-users’ overall cost of ownership.

Products	
#17	What is the reputation of your company’s products in the public marketplace?
Response	Our reputation is that of a high-value supplier.
#18	Indicate your company’s ability to provide temporary cooling when needed.
Response	Yes.

#19	What equipment/system support documents will your company provide?
Response	We provide detailed HVAC systems-efficiency and application-support documentation.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	Our experienced team of sales engineers, sales support, and administrative support personnel evaluates the purchase order, confirms its applicability to the application, provides detailed engineering drawings/details for approval, reviews approval documents with appropriate individuals, makes corrections as needed, and releases equipment for production. We analyze and adjust shipping schedule requirements during this process.
#21	Describe your company's shipping schedule notification procedures.
Response	We provide a shipping schedule as soon as it's available and provide a weekly update of project status to the appropriate individuals.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	We notify the customer immediately, understand the impact, and work with manufacturers and customers to bring the best result.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	See attachment for an example.
#24	How many products do you stock? Where?
Response	We stock the full line of Daikin parts and water-source heat pumps at our facilities in Columbus and Cincinnati.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	This varies by manufacturer but generally is above 95 percent.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Yes.
#28	If your product is defective, what is the replacement process and turnaround?
Response	This process varies by manufacturer.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	Our full staff is available to respond to emergency needs, including overnight and weekends.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	We provide industry standard warranties and custom-matched guarantees for clients on an as-needed basis.
#31	Describe your procedures to monitor the quality of your products.
Response	We provide factory trained and certified start-up technicians combined with manufacturer-quality feedback and warranty parts-capture mechanisms.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes, lengths as needed by the customer.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.



Response	For various Ohio Facilities Construction Committee projects we have supplied warranties of up to four years.
#35	What is your standard warranty on replacement parts?
Response	Our standard warranty is 18 months from start-up, not to exceed 18 months from shipment.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	Yes.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	These services are provided by Daikin Applied factory service.

<i>Project Update for RTP Gahanna Process Cooling</i>									
Equipment Manufacturer/Type	Tags	Submittal Status	Equipment Released Date	Estimated Lead Time	Estimated Ship Date	Date Shipped	Estimated Start-up Date	Start-up Checklist Status	Start-Up Complete Date
Chiller	ACCH-1	Approved	1/14/2015	X	3/30/2015	3/30/2015	Pending	Pending	Pending
Chiller	ACCH-2	Approved	1/14/2015	X	4/10/2015	Pending	Pending	Pending	Pending
Cooling Coils	AHU-1 Cooling Coils	AAN	1/30/2015	X	2/27/2015	2/26/2015	Pending	X	Pending
Split System	Split 1	Approved	1/30/2015	X	2/3/2015	2/3/2015	Pending	X	Pending
Heat Exchanger	HE - 1	AAN	1/30/2015	X	3/10/2015	3/10/2015	Pending	X	Pending

(Attachment for Question 23 Appendix F response for ElitAire showing example of shipping schedule reporting form)



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Havtech, Inc.
Name of Person Completing Form:	Normand Long

General	
#1	Company’s official registered name.
Response	Havtech, Inc.
#2	Brief history of your company, including the year it was established.
Response	We are a manufacturers’ representative for commercial HVAC manufacturers established in 1982, and we currently have approximately 154 associates. We are the dominant supplier to the local markets of Washington DC, Baltimore, Maryland, and Virginia.
#3	Company’s Dun & Bradstreet (D&B) number.
Response	13-025-3388
#4	Corporate office location.
Response	9505 Berger Road, Columbia, MD 21046
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We maintain 46 outside sales engineers, 40 inside sales engineers and support personnel, 26 in our service group, six in accounting, four in marketing, four in training, eight in estimating, eight in administration, six in parts sales, and six in management, for a total of 154 employees.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>Office Serving Marketing Area: 9505 Berger Road Columbia, MD 21046 301-206-9225</p> <p>Key Contacts: Norm Long President 301-206-9225 normlong@havtech.com</p> <p>Dave Doughty Vice President 301-206-9225 davedoughty@havtech.com</p>



	<p>Joe Roetering VP, General Manager 301-206-9225 joeroetering@havtech.com</p> <p>Brian Song VP and Treasurer 301-206-9225 briansong@havtech.com</p> <p>Paul Miller Equipment Operations Leader 301-206-9225 paulmiller@havtech.com</p>
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	By offering innovative solutions and exceptional service
#13	What differentiates your company from your competitors?
Response	Our superior product offerings and the depth of knowledge of our sales engineers with regards to applications and system knowledge.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	Havtech has not been involved with any litigation other than hiring attorneys for collections of monies due to Havtech.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	Havtech consistently provides the best value proposition for the customer by providing the lowest lifecycle costs to the end user with the lowest energy consumption. This is evidenced by the large quantity of rebates Havtech has secured for large developers and end users—including schools. See attached approved rebate for a local school.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	Excellent reputation—references available on request.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	Havtech has sources for rental equipment for this requirement, including but not limited to Daikin Service.
#19	What equipment/system support documents will your company provide?
Response	We provide product and equipment submittals, installation manuals, operating manuals, and maintenance manuals.

#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	We review the client purchase order for accuracy and for terms and conditions. If acceptable, we place an equipment order with the manufacturer.
#21	Describe your company's shipping schedule notification procedures.
Response	We advise the client of an estimated ship date as soon as it is made available to us from the manufacturer.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	As soon as a manufacturer advises us of a delay, we in turn notify the client in writing via e-mail.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	Once the manufacturer provides the estimated ship date, depending on the urgency of hitting the target ship date, we customize the update frequency to match the customer's required need for updates.
#24	How many products do you stock? Where?
Response	We stock thousands of products, with a value in excess of \$5,000,000. All stock is at 9505 Berger Road, Columbia, MD 21046.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	Approximately 95 percent
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	All equipment is either UL- or ETL-rated. ETL is an independent testing agency approved by all federal, state, and local governments.
#28	If your product is defective, what is the replacement process and turnaround?
Response	Once a defect is determined, we order a replacement part immediately. If it is stocked locally, the part can ship immediately. If it is not stocked, we order it immediately from the manufacturer for shipment ASAP.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	Our company has the ability to respond to these situations within one to two hours maximum.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	All products are guaranteed for quality, and all manufacturers provide a one-year parts warranty to back up the quality of the equipment they produce.
#31	Describe your procedures to monitor the quality of your products.
Response	Each manufacturer has their own process in place, and the majority of the manufacturers we represent use the ISO 9001 standards, which are accordingly certified.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes, as required by the purchaser.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	U.S. Nuclear Regulatory Agency, Rockville, MD - five-year parts and labor on



	1,500 tons of water-cooled chillers.
#34	What is your standard warranty on Building Automation Controls?
Response	One year parts and labor.
#35	What is your standard warranty on replacement parts?
Response	If a replacement part is covered by a warranty, then the term is the original equipment warranty. If a part is not associated with a warranty, then the parts warranty is 90 days.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	All equipment warranties are tracked by serial numbers.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	Our customer service department is open from 7 am to 5 pm daily. We have one large parts outlet with more than \$5,000,000 in inventory. We have 18 service technicians and access to another 40 manufacturers' technicians. Our service is not a center, instead our service is provided at the client's center— wherever the equipment is located is where we go to repair it. Our service group is owned by our company and is not part of a network of subcontractors.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	Our service company has an after-hours telephone hot line. The average response time is dependent on the service level contracted by the client.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	Our company sales have doubled in the last five years. This would not have happened had we not been successful at providing timely service calls and resolution of problems and issues.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	All our service technicians are unionized. This in itself is a big step towards quality. Clients' feedback is encouraged and we use it to rate the quality of service we provide. This feedback lets us provide further training to those individuals who need it, or if necessary replace those individuals who do not meet our expectations for a minimum level of proficiency.
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	This will vary by equipment/systems/products. Below is typical for a VRV system:

	<p>Under our standard preventive maintenance and inspection services agreement, Havtech provides preventive maintenance and inspection labor, associated materials (e.g., oil, grease, air filters, oil and refrigerant test kits, and belts) and travel labor and expense, including living expenses, required to:</p> <ul style="list-style-type: none"> ▪ Conduct a number of periodic preventive maintenance visits per year in accordance with manufacturer recommendations, equipment run hours, application demands, environmental factors, and the experience of Havtech technicians and service managers. ▪ All work is performed during normal Havtech working hours, 6:30 A.M. to 3:00 P.M. Monday-Friday. ▪ Identify defects, failed or doubtful components, oil leaks, refrigerant leaks, excessive vibration, and noisy or improper operation. ▪ Inform customers of preventive maintenance progress, inspection findings, and applicable maintenance and repair options. ▪ Recommend cost-effective repairs, applicable retrofit options and equipment-replacement alternatives.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	Our revenue for regional service work is around \$5,000,000, of which about 30 percent is maintenance.
#44	Describe your call center organization.
Response	We have dedicated personnel in our service and parts departments. Our service department has three people dedicated to handling incoming calls and the parts department has six people dedicated to handling incoming calls.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	An 800 number is available via telephone only. Service is available 24/7. Parts are available M-F, 7 am to 5 pm.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	Our customer service agents handle emergency calls. They transfer the calls to our dispatchers, who then align the issue with the technician most competent to handle that issue. Depending on the level of service contracted, the agents appropriately rout a technician to the emergency situation. After-hours emergencies are handled by the customer service representative on duty using a similar approach.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	<ol style="list-style-type: none"> 1. We receive a phone call, time frame immediate. 2. We immediately schedule a technician for job site repair, the scheduling

	<p>based on the level of emergency and client needs.</p> <ol style="list-style-type: none"> 3. The technician goes to the job site to assess issues. If only labor is required, the technician makes the repairs. If parts are needed, the technician communicates parts needs electronically via notepad to our parts department so the parts can be ordered immediately. The technician is rescheduled for a return visit based on arrival date/time of the parts, the emergency level, and contract requirements. 4. We order parts within several hours of the request, and arrange for them to be shipped ground or overnight based on level of need. This can take one to several days. 5. The parts arrive and our technician goes to the job site to make repairs. The technician goes out the same day or the day after parts arrive and completes the job. 6. The technician reports electronically via notepad all work done at every job site visit, which the service coordinator receives daily. As soon as the project is done, the technician closes out the work ticket the same day. This transaction is transmitted electronically via notepad and an invoice is generated within one day.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	A GPS cannot track the completion of repairs. It can only track the location of service vehicles. All Havtech service vehicles have GPS tracking included.
#49	What is the reputation of your company's service in the public marketplace?
Response	Our reputation is very favorable. References are available on request.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	This is completely negotiable with the client. It can be annual, semi-annual, quarterly, monthly, or for other periods.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	As soon as we receive a purchase order, we implement and schedule the service contract.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	We currently do not do remote monitoring on a contract basis. We do remote monitoring for new projects under installation for issue resolution and while under warranty. We can make this service available to customers on request.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).
Response	10
#54	List your company capabilities regarding system changes and repairs to EMS systems.

Response	We are a company dedicated to the solutions and controls business. We offer all of the above.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	We can handle unlimited reporting as long as EMS is available in the unit controller being monitored.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Yes.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	Our troubleshooting process involves sending controls specialists from our company who have controls, HVAC equipment, electrical, and other building-system experience. Depending on the issue identified, we contact the appropriate company for service.
#58	Describe your company's start-up and system checkout responsibilities.
Response	All start-ups require completion of a pre-start-up checklist by the installer. Once completing this checklist the installer notifies us that the equipment is ready for start-up. The technician performs all the start-up requirements dictated by the factory. This includes recording of critical operating parameters and metrics.
#59	Describe your company's post-installation and warranty support.
Response	Our company will support the products as required so they are working in conformance with the information provided by the manufacturer.
#60	Describe your company's steps for system analysis.
Response	All of our applied sales personnel are degreed engineers and are fully versed in all HVAC systems and controls. An understanding of HVAC and controls is mandatory for system analysis. Steps include on-site review of operational problems, with an elimination process to root out the sources of problems.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	Our computer architecture uses mainframe computers on site with full redundant back up off-site. The IT department is staffed full-time, and has redundant blade servers. The highest level of reliability is built in to ensure no interruptions of service.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
Response	Our internal process flow ensures that we generate invoices at the time of work completion. We invoice progress on projects where this is the designated method of payment.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	Each technician is a union member—this in itself ensures quality personnel. All



	technicians have been sent to factory training, and continue to be sent to ongoing training for enhanced knowledge of specific capabilities. Our service department also has a customer-feedback process. This highlights whenever there's a need for recurring training for deficiencies, or replacement of individuals when performance cannot be enhanced.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Yes.
#65	Who performs your start-up procedure?
Response	Depending on the equipment, start-up procedures can be handled by the installing contractor or anyone qualified. For more advanced equipment, our company or the factory personnel perform the start-up.
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	Our retrofit sales are approximately \$50,000,000 annually.
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	ATC/EMS installations, programming, and upgrades



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Heat Transfer Solutions, Inc.
Name of Person Completing Form:	Guy Gibson/Tarynbeth Pilutti

General	
#1	Company's official registered name.
Response	Heat Transfer Solutions, Inc.
#2	Brief history of your company, including the year it was established.
Response	We were established in 2000.
#3	Company's Dun & Bradstreet (D&B) number.
Response	011168775
#4	Corporate office location.
Response	3350 Yale St., Houston, TX 77018
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 200 total employees: 55 in direct sales, 50 service technicians, 50 in sales support, and 25 in administration. The remainder work in parts and IAQ.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>HTS Dallas – 1625 Wallace #120, Carrollton, TX 75006. Contact – Nikki Henderson, Executive Assistant, 469-263-1019, nikki.henderson@hts.com</p> <p>HTS Fort Worth – 7415 Whitehall St. #109, Richland Hills, TX 76118. Contact - Nikki Henderson, Executive Assistant, 469-263-1019, nikki.henderson@hts.com</p> <p>HTS Houston – 3350 Yale St., Houston, TX 77018. Contact – Todd McCullough, General Manager, 832-328-1010, todd.mccullough@hts.com</p> <p>HTS Austin – 6101 Courtyard Dr., Building 4, Austin, TX 78730. Contact – Misty Proler or Nikki Henderson, Executive Assistants, 469-263-1000, nikki.henderson@hts.com</p> <p>HTS Round Rock – 2251 Picadilly Dr., Ste B260, Round Rock, TX 78664. Contact – Misty Proler or Nikki Henderson, Executive Assistants, 469-263-1000, nikki.henderson@hts.com</p> <p>HTS Beaumont – 3050 C Rusk Street, Beaumont, TX 77702. Contact – Misty Proler or Nikki Henderson, Executive Assistants, 469-263-1000, nikki.henderson@hts.com</p>



	HTS San Antonio – 127 W Nacoma, San Antonio, TX 78216. Contact - Misty Proler or Nikki Henderson, Executive Assistants, 469-263-1000, nikki.henderson@hts.com
#8	Define your standard terms of payment.
Response	30 days
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	Cause No. 2014-64032; BWY 8 Hotel Partnership Limited. v. EBCO General Contractor, Ltd., et al.; in the 165th Judicial District Court of Harris County, Texas. Heat Transfer Solutions, Inc. (“HTS”) is one of 9 named defendants in this lawsuit. HTS was sued for breach of warranties; negligence and theories of product liability. Discovery is ongoing in the case, which was filed on October 30, 2014.

Products	
#17	What is the reputation of your company’s products in the public marketplace?
Response	The reputation of our products shows that we are bringing the leading manufacturers to North America, along with the astounding technology and innovation they've developed to awaken the industry to new possibilities. We are the manufacturers’ representative for some of the highest efficiency units in the marketplace using our Variable Refrigerant Volume (VRV) technology. Daikin is also considered a world leader in DX split systems. We represent some of the most highly respected equipment in the industry: Daikin, Munters, Krueger, and Fulton, to name a few.
#18	Indicate your company’s ability to provide temporary cooling when needed.
Response	HTS has long-standing relationships with several chiller rental companies to ensure any customer’s portable-cooling needs are met. If necessary, we can survey a customer site in advance and develop a plan for future needs so that should an emergency arise, we are ready to respond at a moment’s notice.
#19	What equipment/system support documents will your company provide?
Response	We provide all installation, operations, and maintenance manuals for all equipment along with submittals if requested.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	Once we receive a purchase order, it is compared to the proposal to ensure accuracy. If we have approved submittals, and unless the project is scheduled to be started at a much later date, we place the equipment order immediately. We order equipment with long lead times as soon as the purchase order is received. (An exception example would be a project that is not to start for six months but equipment orders take only six weeks. In that case, we would delay the equipment order so the equipment does not sit for an unnecessarily lengthy time before it’s needed.) On completion, we invoice the customer and would pay TCPN its standard fee.

#21	Describe your company's shipping schedule notification procedures.
Response	Once an order is placed and a shipping date received from the manufacturer, we send a shipping notification to the customer via email notifying them of estimated shipping dates.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	If there is a delay in shipment that becomes unacceptable to the customer in order to meet committed timeframes, a substitute item may be presented to the customer for approval. If there is a difference in pricing, this will require additional approval from the client. If there is no possibility of a substitute item being accepted, we implement weekly monitoring and reporting of shipping status to the customer. This is accomplished by a telephone call to the customer's designated representative along with a follow-up email.
#28	If your product is defective, what is the replacement process and turnaround?
Response	With regards to parts only, our warranty responses receive priority service and we attempt to respond to them within a two- to four-hour timeframe with a replacement part. If the entire unit is in need of replacement, the replacement time would be based on the manufacturer's stock and shipping ability.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	When an item is ordered as an emergency or rush item, we overnight parts and materials if they're available. There is normally an upcharge for this type of shipping.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	Our quality guarantee is the same as our warranty and is administered in the same fashion. We follow the manufacturer's guarantee of quality on all items.
#31	Describe your procedures to monitor the quality of your products.
Response	All products are inspected immediately on arrival for any defects or product issues.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	We routinely offer five-year parts and labor warranties and in special situations can offer up to 10 -year warranties.
#35	What is your standard warranty on replacement parts?
Response	Our standard warranty is one year from date of installation.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	All components are entered into our service software, along with their installation dates and warranty periods. If we have to replace a piece of equipment, we indicate that and enter the new equipment information and warranties in our software system.

Services	
#39	Describe how your company handles after-hours customer service needs.

	Indicate your average response time to emergency service calls.
Response	<p>HTS is a 24-hour, 365-day operation and as such, uses an answering service in order to provide our customers with a dedicated point of contact at all times. The answering service receives a weekly list from our service coordinators informing the service who is the primary on-call technician, as well as who is the secondary on-call technician and the on-call supervisor. On receiving an after-hours call, the answering service contacts the primary on-call technician by cell phone and immediately sends an email to the on-call supervisor and the service manager to indicate that the customer call has been received.</p> <p>Should the answering service be unable to reach the primary technician or if the primary technician is involved in a call that will delay or prevent a timely response, the answering service contacts the secondary on-call technician. The service also emails the on-call supervisor and the service manager to indicate the call has been directed to the secondary on-call technician. Our typical response time to a service request after-hours is two hours.</p>
#41	Please describe the quality program(s) within your company which measures your service work.
Response	<p>Our customer quality assurance program consists of conducting ongoing surveys of our performance, along with routine site visits by our field supervisors and our service manager. On completion of a service call, one of our service coordinators follow up with the customer to ensure all was done to the customer's satisfaction. If there are any issues, they are immediately turned over to the service manager for follow-up. We discuss quality during every technician meeting and give recognition to those technicians going above and beyond our high standards.</p>
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	<p>As each piece of equipment requires a specific scope of work for maintenance, we are showing below the typical scope of work for an air-cooled chiller. All other pieces of equipment have similar scopes specific to their needs.</p> <p>Annual maintenance tasks Inspect, clean, and wipe control panels Clean and touch up paint (original manufacturers color) on compressors</p> <p>Refrigerant system Leak-test entire chiller Check evaporator refrigerant pressure Inspect condenser refrigerant pressure Inspect refrigerant charge Leak test relief valves and vent piping of relief valves to check for improperly sealed relief valves</p>

	<p>Inspect sight glasses Inspect system superheating and subcooling</p> <p>Lubrication system Inspect operation of lubrication system Inspect oil level in oil separator Inspect oil heater operation</p> <p>Electrical systems Inspect condition of contacts for wear, pitting, etc. Check meg compressor motor and oil pump Check and tighten all electrical connections Check and tighten oil-heater leads Inspect electrical components for deficiencies Inspect operating and safety controls Check and tighten motor leads at motor Inspect evaporator heat tape for proper operation</p> <p>Operating checks Inspect starter operation, voltage, and current Inspect operating and safety controls Complete operating log and record settings Inspect operation of condenser fans Inspect condenser fans to insure proper clearance of fan openings Inspect operation of lubrication system Inspect all piping components for leakage and damage Inspect set-point values and adjust as required Inspect condenser coils for dirt and debris</p> <p>Written reports Provided to customer representative following each regular inspection or emergency call Report to operator noting any uncorrected deficiencies</p> <p>SCHEDULED MAINTENANCE Inspect refrigerant-filter temperature drop at full load conditions Visually inspect oil-filter pressure-drop indicator Inspect operating and safety controls Inspect operation of loaders and unloaders Check and calibrate temperature controller Inspect operation of lubrication system Inspect operation of motor starter Check evaporator and condenser pressures Inspect unit for proper refrigerant charge</p>
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	<p>Check for proper oil level</p> <p>Inspect operation of condenser fans</p> <p>Complete operating log of temperatures, pressures, voltages and amperages</p> <p>Report to operator noting any uncorrected deficiencies</p>
#44	Describe your call center organization.
Response	<p>Our current call center is in operation 24/7 with on-call technicians, back-up technicians, and an on-call supervisor. Once we receive a call from a customer, the on-call technician is notified via cell phone. Should the call center receive no response from the primary on-call technician within a 20-minute period, the center places a call to the backup on-call technician as well as to the on-call supervisor. Should either of those fail to respond for any reason within a 20-minute period, the center calls the service manager. The center also emails notification of all emergency calls to the service manager, the field supervisor, and the regional manager.</p>
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	<p>Once a technician is on a call, if the technician is unable to diagnose the issue within a two-hour period, the technician notifies the supervisor and sends an email to the service manager. Should the call continue to be an issue the ultimate responsibility for addressing a course of action falls on the service manager.</p>
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	<p>The customer calls our 24-hour service number. (For the TCPN contract, the customer's response time will be within a two-hour period.) The technician arrives on site and repairs the customer equipment. The technician electronically sends notification of the time and materials used to the service coordinator at the end of each day. Following completion of the service call, the service coordinator checks all service invoices and vendor purchases against purchase orders on file and issues an invoice to customer within two to five days.</p>
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	<p>Our technicians are provided with handheld devices that are synched to a GPS system. The GPS monitors and tracks each process involved in making a service call and time-stamps each step via software. Following completion of the call, the technician indicates it is complete on the handheld device, which causes sending of an email to the service department with a copy of the technician's time sheet for review.</p>
#49	What is the reputation of your company's service in the public marketplace?
Response	Excellent.

#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	Our maintenance agreements are routinely invoiced over the period of the agreement at a frequency determined in advance with our customer. We bill monthly, bimonthly, quarterly, and annually.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	After receipt of a service-contract purchase order, the order is immediately checked against any estimate we have provided to ensure that the scope of work and pricing matches. Should all items match, we enter the contract along with its estimate into our software system and assign a start date and time to it.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Equipment that requires factory start-up does require use of specific start-up procedures. We arrange for one of our technicians to be on site during start-up of all equipment requiring it. We perform our own start-up as well as working with the manufacturer's representative on equipment they are required to start in order for their warranty to be effective.
#65	Who performs your start-up procedure?
Response	We use factory trained service personnel to perform start-ups.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We conduct site inspections with our service supervisor and a service technician. We note operating conditions and take photographs of units with any obvious issues. We make an estimate of repair costs versus replacement costs. We complete an analysis and compile a list of equipment, along with a proposed replacement schedule based on urgency, likelihood of failure, and other items, for discussion with the customer. Based on a mutually agreed schedule for replacement, we create a pricing matrix and give it to the customer. From time to time, some customers may not have the finances available to replace equipment. In this case, we can step in with a financial-services partner to help the customer obtain the necessary funds in order to move their project forward.
#77	Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
Response	The only differentiation is that the account has to be current in its payment for a warranty to apply.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	Our quality guarantee is the same as our warranty guarantee and is administered in the same way.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Hoffman & Hoffman, Inc.
Name of Person Completing Form:	Jim Bingham, Dan Epperson, Christine Flowe, Chris Stegall

General	
#1	Company's official registered name.
Response	Hoffman & Hoffman, Inc.
#2	Brief history of your company, including the year it was established.
Response	Hoffman & Hoffman, Inc., was founded in 1947 by Louis Hoffman and Harry Hoffman in Greensboro, NC, and became a North Carolina corporation in 1958. The company has evolved to maintain sales territories and numerous branch locations throughout the states of North Carolina, South Carolina, Virginia, and Tennessee, and performs HVAC controls services (through its division, Hoffman Building Technologies) internationally. Hoffman & Hoffman, Inc., sells products of, and represents, numerous manufacturers of industrial HVAC equipment, undertakes controls and maintenance services (through HBT above and its division Hoffman Mechanical Solutions (HMS)), and provides energy efficiency consulting services through its division Hoffman Energy Group (HEG).
#3	Company's Dun & Bradstreet (D&B) number.
Response	071568745
#4	Corporate office location.
Response	3816 Patterson Street Greensboro, N.C. 27407
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	Direct sales 109, sales support 53, service technicians 62, engineer support 25, and administration 33.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>Greensboro, NC – Home Office 3816 Patterson Street, Greensboro, NC 27407 Contact & Title: Rusty Hoffman, president Phone: 336-292-8777 Email address: rusty.hoffman@hoffman-hoffman.com</p> <p>Asheville, NC – 802 Fairview Road, Suite 600, Asheville, NC 28803 Contact & Title: Brian Dietrich, panager Phone: 828-273-2522 Email address: brian.dietrich@hoffman-hoffman.com</p> <p>Charlotte, NC – 2833 Griffith Street, Charlotte, NC 28203 Contact & Title: Mike Bledsoe, manager</p>



Phone: 704-364-8584
Email address: mike.bledsoe@hoffman-hoffman.com

Raleigh, NC – 2741 Noblin Road, Suite 100, Raleigh, NC 27604
Contact & Title: Steve Bartholomew, manager
Phone: 919-747-2741
Email address: steve.bartholomew@hoffman-hoffman.com

Wilmington, NC – 1132 Shipyard Blvd., Wilmington, NC 28412
Contact & Title: Jay Hopper, manager
Phone: 910-515-0935
Email address: jay.hopper@hoffman-hoffman.com

Charleston, SC – 459 Deanna Lane, Wando, SC 29492
Contact & Title: Jimmy King, manager
Phone: 843-654-7153
Email address: jimmy.king@hoffman-hoffman.com

Columbia, SC – 104 Vantage Point Drive, Cayce, SC 29172
Contact & Title: Darryl Frick, manager
Phone: 803-451-8340
Email address: darryl.frick@hoffman-hoffman.com

Greenville, SC – 95 Marcus Drive, Creekside Park, Greenville, SC 29615
Contact & Title: John Powell, manager
Phone: 864-303-7070
Email address: john.powell@hoffman-hoffman.com

Chesapeake, VA – 617 Innovation Dr., Suite 103, Chesapeake, VA 23320
Contact & Title: Greg Prose, manager
Phone: 757-548-1711
Email address: greg.prose@hoffman-hoffman.com

Richmond, VA – 2104 W. Laburnum Ave., Suite 102, Richmond, VA 23227
Contact & Title: Bill Braden, manager
Phone: 804-272-1500
Email address: bill.braden@hoffman-hoffman.com

Roanoke, VA – 3524 Brambleton Avenue SW, Roanoke, VA 24018
Contact & Title: Brad Dawes, manager
Phone: 540-725-8707
Email address: brad.dawes@hoffman-hoffman.com



	<p>Chattanooga, TN – 4638 Resource Drive, Suite 108, Chattanooga, TN 37418 Contact & Title: Kevin Milz, manager Phone: 423-963-5026 Email address: kevin.milz@hoffman-hoffman.com</p> <p>Knoxville, TN – 408 Erin Drive, Knoxville, TN 37919 Contact & Title: Duke Bennett, manager Phone: 865-474-7487 Email address: duke.bennett@hoffman-hoffman.com</p>
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	Our strategy is to leverage the TCPN system by continual monitoring of bid opportunities, developing and maintaining key relationships with public entity decision-makers, and maintaining competitive pricing with preferably specified equipment and services.
#13	What differentiates your company from your competitors?
Response	We're differentiated by our people (experience, customer service, customer relationships) and our products (variety, best of brands, reliability).
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	Hoffman & Hoffman, Inc., has never been the debtor in any bankruptcy or reorganization. Hoffman & Hoffman has been the plaintiff in numerous collection lawsuits to collect on delinquent accounts, and has otherwise had limited involvement in employment-law disputes.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	Hoffman researches quantity discounts to pass along to customers and educates customers on the full-lifecycle and efficiency costs of ownership. Hoffman Energy Group is in the business of providing design and construction services to entities (e.g., hospital in Greensboro, NC) that seek to replace inefficient HVAC or lighting equipment, change wasteful behaviors, and/or reduce their energy footprint and thus reduce long-term costs.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	Hoffman is consistently ranked as a top 10 manufacturers' representative in the industry.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	Hoffman can provide temporary cooling (e.g., temporary chillers).
#19	What equipment/system support documents will your company provide?
Response	We provide all submittal, maintenance, installation, manufacturer's data, and

	other materials requested by customers.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	For TCPN orders, the PO goes first to the designated company administrator, then to the applicable territory manager for order processing.
#21	Describe your company's shipping schedule notification procedures.
Response	We offer 24/28/72 shipping with advance calling notice, at the customer's election.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	Typically by phone call or directly from carrier.
#24	How many products do you stock? Where?
Response	We stock between 1,500 and 2,000 SKUs at our facilities.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	Our on-time parts delivery is 97.3 percent.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Not necessarily all of our products are UL-listed, but the vast majority of products have UL or other registrations exhibiting compliance.
#28	If your product is defective, what is the replacement process and turnaround?
Response	After the customer notifies our company of a defect, Hoffman connects the customer to the applicable product manufacturer to make a warranty claim and assists with filing the claim.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	Subject to product availability, we can process rush orders in 24 hours or less.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	In connection with any equipment, Hoffman extends the manufacturer's warranty and all quality guarantees contained therein. The contractor also warrants that any labor it provides will be performed in a workmanlike manner in accordance with industry standards.
#31	Describe your procedures to monitor the quality of your products.
Response	We constantly monitor manufacturer bulletins, customer feedback, and industry research. We monitor all components during the check, test, and startup of installed systems. Any components found to be defective are returned to the manufacturer for replacement. Parts found to be of unacceptable quality are resourced.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	At times. The length of the warranty varies per product and customer.
#34	What is your standard warranty on Building Automation Controls?
Response	In connection with any controls equipment, Hoffman extends the manufacturer's warranty. The contractor warrants that any labor it provides hereunder will be performed in a workmanlike manner in accordance with industry standards, and, unless otherwise agreed, no claim for defective workmanship may be brought



	unless the customer provides Hoffman with written notice of such defect within 90 days from the date such services have been performed.
#35	What is your standard warranty on replacement parts?
Response	Hoffman extends the manufacturer's standard warranty.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	Hoffman employs a full-time warranty administrator, who maintains a database by model and serial number to track warranties for every customer.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	Hoffman Mechanical Solutions (HMS) is the service division of Hoffman and Hoffman, Inc. Our standard hours of operation are 8 am until 5 pm Monday through Friday but we maintain 24/7/365 technician on-call availability. We currently employ 25 HVAC service technicians who are available to service all 13 Hoffman branch offices. Hoffman Parts is based in Greensboro, NC, and provides inventory and parts service to HMS as well as contractors and owners. Hoffman Building Technologies (HBT) also has a service group that performs maintenance and repairs to building-automation systems. HBT employs a total of 30 technicians in their service and construction groups.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	Hoffman Mechanical Solutions provides a 24/7/365 on-call technician service. We currently have a minimum of two technicians on call at all times and typically respond via telephone within 30 minutes, and on-site (if required) within four hours. HBT provides a similar service for controls support.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	HMS is fully staffed with technicians and administrative personnel. We handle emergency requests immediately and prioritize all other service calls as needed to minimize customer down time. We track all calls via a software system and management reviews calls weekly for status updates. Any job that ages beyond a week or that accumulates considerable costs results in a phone call to the technician and/or customer for input. Our goal is to efficiently complete all calls in a timely fashion and clearly communicate any obstacles that may delay resolution of problems.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	HMS does not have a formal quality control program. Instead, we gauge our performance by customer feedback and the amount of repeat business we see.

	The high quality of work performed by HMS field technicians and the accuracy and timeliness of our administrative efforts and billing have been paramount in the growth of HMS from five to 32 employees over the last two years.
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	Preventative maintenance varies by product but typically encompasses one annual comprehensive service and three seasonal operational inspections. The comprehensive service normally includes condenser cleaning, checking and tightening of all electrical connections, and verification of all refrigeration circuits/compressors/condenser fans/motors, etc. The seasonal inspections use a detailed log sheet to verify the system is operating properly under loaded conditions.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	~\$4.8 million.
#44	Describe your call center organization.
Response	Hoffman Mechanical Solutions has two dispatchers on duty during normal business hours. We use a third-party answering service during non-standard business hours. Combining these services, HMS offers 24/7/365 telephone support with a live individual.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Yes. Phone = 1-855-761-HVAC (4822). Fax = 855-327-4830. Both numbers are valid and staffed 24/7/365.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	HMS has two dispatchers on duty during normal business hours. On notification of an emergency, the dispatcher determines the best-suited technician for the situation and immediately dispatches that person to the job site. If a technician is not available, the dispatcher escalates the issue to either the manager of technical operations or the service manager. This individual then makes the decision of which technician will be pulled off an ongoing job and sent to the emergency. The manager of technical operations and the service manager are also available to respond if needed. HMS uses a tiered approach to after-hours emergency situations. The on-call technician has primary responsibility to answer the initial call and respond. If the technician does not respond within 30 minutes, the manager of technical operations is notified. If the manager of technical operations does not respond within 30 minutes, the service manager is notified. Should any of the above people need additional assistance to complete the work required, additional technicians/resources will be called in as needed. HMS also provides a complete contact list to our customers. This list includes cell phone numbers

	and email addresses for all field and office personnel.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	On notification of service need, the HMS dispatcher uses our software system to create a work order. This work order number is provided to the assigned technician(s) and all costs associated with the repair applied to this work order. The technician completes a field report for each work order and includes details of the tasks performed, materials purchased, refrigerant used, mileage, and other details. After completion of the work the technician marks the field report complete. The Service Manger reviews each field report at the end of every week. Completed work orders are assigned to a project administrator who reviews costs and processes the invoice. HMS typically bills within five business days of work completion. All jobs in progress are reviewed weekly by the service manager, dispatcher, and the assigned technician in order to keep the jobs current and properly processed until completion.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	None currently, but a mobile device/GPS option is in the implementation phase for our HBT Controls technicians and under consideration for our mechanical division.
#49	What is the reputation of your company's service in the public marketplace?
Response	Excellent. HMS provides experienced, highly skilled technicians with a wide range of factory training. Hoffman promotes customer service above financially based decisions and believes that doing a consistently good job leads to repeat business and loyal customers.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	HMS typically bills quarterly in advance with equal payments but can customize billing as needed by individual customers.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	We enter received purchase orders into our service software. This triggers generation of a service agreement that requires data entry for equipment lists, scope of work, tasking, work schedules, billing, and other details. Once entered, the system automatically generates work orders in advance of the service-inspection dates.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	Hoffman maintains master controller software that monitors alarms, alerts, and potential issues in customer systems and directs notices to the appropriate Hoffman personnel. Hoffman personnel contact the applicable customer after

	receiving such an alert. If necessary, a service technician is dispatched to the applicable site to achieve a resolution.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).
Response	We monitor between 30 and 50 sites.
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	Our company employs approximately 75 individuals with skill sets that include engineers for design and programming, technicians (construction and service) for commissioning and resolving customer issues, project managers to oversee installation of projects under construction, and account managers to maintain relationships with our customers and to ensure customer satisfaction with the performance of their system. We maintain employees certified as Alerton engineers and Tridium AX, which includes our engineers, technicians and project managers.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	Our software system inherently has the capability to store data about trends and alarms, which enables us to access historical data as well as real-time alarming and trending data to alert the owner of potential problems. Our software system includes an SQL database, which can integrate with any other reporting software (such as Crystal Reports) to enable customized reporting. Our software can also integrate with the Microsoft Office package to enable customized calculations for analysis by the customer.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Yes.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	For construction projects, a project manager receives the call from the contractor or owner. Based on that conversation, the project manager calls a technician for a site visit to correct the problem. For service projects, we have a toll-free number for customer calls. If the customer is a service-agreement customer, the call is automatically set with a high priority and our service engineer dials the site for immediate resolution. If this cannot be completed or if there is no remote access, we dispatch a service technician to meet the owner on site for resolution. If the customer is not a service-agreement customer, we follow that same process with a slightly lower priority on the call. For escalation in either case, the first determination is based on the criteria of the equipment running and if the situation threatens safety (fire/smoke/security). The next priority is based on equipment protection (i.e., a freestat tripped risking the freezing of a coil causing damage to the equipment and the surroundings). The next priority is owner comfort for determining the level of response time.

#58	Describe your company's startup and system checkout responsibilities.
Response	The check/test/startup process varies by equipment and manufacturer type. Typically, for a new construction project, HMS provides technical assistance to the installing contractor during the construction phase and then completes a detailed start-up before the equipment is released for acceptance by the building owner. HMS completes the product specific warranty/registration paperwork and files it with the manufacturer accordingly. Field reports, log sheets, and warranty and registration paperwork is provided as needed throughout the construction process.
#59	Describe your company's post-installation and warranty support.
Response	For new construction projects, Hoffman supports the installing contractor as needed through the 12-month construction warranty. The level of support varies by contractor and equipment type. For Hoffman- installed equipment, HMS provides full owner direct warranty support as needed to fulfill the warranty obligation. Typically, Hoffman is notified of warranty issues via our service call and dispatching process and our personnel address such issues as required.
#60	Describe your company's steps for system analysis.
Response	Hoffman uses our network of sales engineers, service managers, and service/controls technicians to thoroughly evaluate the entire HVAC system. This multidisciplinary approach provides our customers with a comprehensive analysis that includes many perspectives and evaluation criteria, such as energy consumption, equipment reliability, ease of operation, maintenance expectations, life cycle costs, and other factors.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	Hoffman uses Viewpoint construction and service software to record, schedule, monitor and bill construction and service work. The system tracks customer activity, service locations, customer equipment to be maintained, tasks to be performed, service agreements, and work status. Viewpoint is a comprehensive system that provides all necessary levels of financial and management reporting.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
Response	We review all work orders weekly for a status update. We place any completed work orders in the queue for cost review and billing. We use a profitability report to validate costs vs. billing.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	Hoffman prequalifies all employees during the hiring process. In addition to our standard background check and drug screening, several other factors are considered, such as prior work experience and reputation in the workplace.

	Hoffman Mechanical Solutions typically hires experienced professionals who are known for quality work and customer service. We also look for talented entry level employees and assign more senior level technicians as their mentors. Through this model, Hoffman has become a quality provider of HVAC service, which has resulted in our rapid growth.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	No. However, extended warranties may be available for some Hoffman-started products. Example: ABB variable-speed drives.
#65	Who performs your start-up procedure?
Response	These procedures are carried out by HVAC service technicians, controls technicians, and electronics technicians.
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	~\$750,000
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	In addition to Hoffman’s Equipment, Controls, Energy, and Mechanical Service Divisions, we strategically partner with various architects, construction managers, and subcontractors to provide turnkey solutions to any HVAC need.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	Hoffman sales engineers and service technicians survey all equipment and develop a list of deficiencies by equipment type. Each unit is ranked on several factors such as age, condition, dependability, repair history, operating cost, and importance of area served. We then develop an itemized budget and generate a replacement strategy based on the customers’ needs and the individual unit rankings. We present several equipment/system options with various cost comparisons, such as first cost vs. lifecycle cost.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	Hoffman uses Viewpoint construction software. Viewpoint is a comprehensive system that can track all aspects of a project, including labor forecasting, subcontracts, and project reporting.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	A Hoffman sales engineer selects the equipment based on the building requirements. This involves a detailed evaluation of not only the equipment capacity but also includes other important (but often overlooked) factors such as noise, aesthetics, vibration, and seismic concerns.
#71	Describe how your company handles site development and project permitting processes.
Response	Site development outside the expertise of Hoffman may be subcontracted to

	qualified parties. Either Hoffman or its subcontractors obtain permits as required for the project.
#72	Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	Hoffman employs registered professional engineers to conduct thorough reviews with the owner. Hoffman's contracts with subcontractors contain quality control verbiage to define expectations.
#73	What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
Response	Hoffman's goal is to meet or exceed expectations through quality analysis of the customer's needs, monitoring of the project, and follow-up on commitments.
#74	Describe your company's construction management plan.
Response	Hoffman teams with quality subcontractors and design professionals to promote the best possible outcome. The company conducts monthly reviews of all milestones and performs thorough inspection and commissioning of all projects.
#75	What is your standard warranty on installation?
Response	New construction provides one-year materials, equipment, and labor warranties. Retrofit and service work provides one-year warranties on materials and equipment, and 90 days on labor. Additional material or equipment warranties may be available if offered by the manufacturer.
#76	What is your standard warranty on energy retrofit contracting?
Response	For a period lasting one year from the date of substantial completion of its work, Hoffman represents and warrants to the customer that each service and product (including all required labor and materials) furnished by Hoffman or its subcontracted parties conforms to the terms of its written contract with the customer and is free from material faults or defects in material and workmanship.
#77	Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
Response	No. In general, Hoffman does not offer financing options.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	Please refer to our standard warranty above.
#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	Any states outside of Hoffman's geographical territory would need additional evaluation.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Long Building Technologies
Name of Person Completing Form:	Jason Nefs

General	
#1	Company’s official registered name.
Response	Long Building Technologies
#2	Brief history of your company, including the year it was established.
Response	We were established in Colorado in 1965 and our footprint now covers seven states.
#3	Company’s Dun & Bradstreet (D&B) number.
Response	
#4	Corporate office location.
Response	Littleton, CO 80120
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 350 employees in all states combined.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	Because of the large distances between offices, Long operates in more than 20 locations. Our key contacts can be found in the Miscellaneous tab/Rep Roster.
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	We are a full mechanical service and controls contractor. We call on and build relationships with the owners over a long period of time. This builds trust.
#13	What differentiates your company from your competitors?
Response	The breadth of our offerings. We provide equipment, air distribution materials, controls, building security, and service. As a whole, this grouping of offerings is unique in our markets.
#16	Provide evidence of your company’s ability to continuously lower the customer’s costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	We offer discounts as the customer purchases more of our packaged offerings. We also work to reduce first costs when purchasing energy efficient equipment. We do this via rebates from the energy companies.

Products	
#17	What is the reputation of your company’s products in the public marketplace?
Response	We feel we have the strongest line card in our territories. Our offerings are well

	known and well accepted at both the engineering and owner levels of the market. We have more than 50 product offerings, most of which are produced by manufacturers that have been in business for more than 25 years.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	We have a number of relationships that enable us to provide temporary cooling and heating as required. For smaller projects, we own and use our own temperature units. For larger projects we have a relationship with a local vendor from which we rent equipment as needed.
#19	What equipment/system support documents will your company provide?
Response	Any and all documentation that is requested by end users will be made available to them.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	If the customer is previously credit-approved, the order is simply placed. Otherwise, the customer will be asked to fill out a credit application, credit will be established, and the order will be placed.
#21	Describe your company's shipping schedule notification procedures.
Response	The end user/customer is notified on a weekly basis via email of the current ship date, a confirmed ship date, and or PRO#/shipping information
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	When we identify information that is not consistent with what was originally expected, we share that information with the customer via a phone call and email.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	We report weekly at a minimum, and more often if something critical changes.
#24	How many products do you stock? Where?
Response	We stock thousands of SKU numbers in one of our five warehouses located across our territories.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	It averages 90 to 95 percent.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Yes.
#28	If your product is defective, what is the replacement process and turnaround?
Response	Warranties are administered per the specifications and work is completed ASAP.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We do this every day; it has simply become a part of daily life. We and our manufacturing partners are ready.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	We work closely with manufacturers and installing contractors to adhere to a company policy of "no bad jobs." We will not walk away from difficult situations. We want to ensure that the end user is happy.

#31	Describe your procedures to monitor the quality of your products.
Response	Maintenance contracts on the equipment enables us to stay close to the products. We also monitor all of our control sites via a monitoring room at headquarters in Denver, CO.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes, as specified or requested.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	We have granted hundreds of extended warranties over the years. Extended warranties on both parts and labor are quite typical in our markets. A five-year compressor warranty would be an everyday example.
#34	What is your standard warranty on Building Automation Controls?
Response	One year from date of acceptance.
#35	What is your standard warranty on replacement parts?
Response	This varies by manufacturer, however, at a minimum one year from startup or 18 months from shipment.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We use a project-management, customer relationship-management software system. Company personnel enter information and generate reports to help us manage this data.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	We employ more than 50 technicians across seven states. We have parts warehouses and personnel in all seven states. Our typical hours of operation are 7:30am-5:00pm, Mountain time. We also have an after-hours emergency call-in number that alerts a technician that is assigned to be on call.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	Our on-call technician has a device that receives the call. Distance traveled, weather, and the reason for call all have an influence on the response time. However, within reason, a one-hour response time is our goal.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	We have been in the service business for more than 30 years. Rapid response is paramount to our success and our longevity is evidence of that success.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	We consistently follow up with our customers immediately after a service call

	to receive feedback. The person responsible for this is a full time position at Long. We want to know and understand the experience the customer is having because it is simply the best “measuring stick” there is. Additionally, we collect metrics on renewals and callbacks.
#42	List your company’s standard scope of work performed for preventative maintenance visits.
Response	This is dependent on the equipment or control system in place.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	\$7.5 million.
#44	Describe your call center organization.
Response	Every location has a full-time dispatcher who is the normal first contact. If that person is on the phone or not available we have a call tree to insure the customer gets to speak with a human.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Yes. We also have recently established a website to supplement this.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	First would be a technician, next would be Long’s field manager, then the account manager, and finally the general manager, who would have the final word.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	We use GPS.
#49	What is the reputation of your company’s service in the public marketplace?
Response	We have a long-time history, having been in our markets for years. We specialize in being a friendly, professional service provider rather than the low-dollar service provider.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	This depends on the contract but dollars are typically billed with respect to the maintenance work that is completed
#52	List your company’s current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	Capabilities are custom and typically per the construction documents. When alarms are identified the owner is contacted and a trouble shooting procedure commences.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).
Response	We monitor between 30 and 60.

#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	We offer full-service capabilities.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	We offer full-service capabilities.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Yes.
#58	Describe your company's startup and system checkout responsibilities.
Response	We follow the manufacturer's recommendations for these procedures.
#59	Describe your company's post-installation and warranty support.
Response	We are local and available via phone or email as needed by the end user. We offer phone support, but more commonly would revisit the site to work through any issues.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	We use cloud architecture for all our computer services.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
Response	Account billings are handled by a number of full time employees who insure proper billing is handled in a timely manner.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	All technicians are factory trained on the products they service. We participate in regular training sessions provided by the manufacturers.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	This depends on the products in question, however, in most instances no.
#65	Who performs your start-up procedure?
Response	Our company service technicians handle these procedures.
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	\$7-10 Million.
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	We provide sheet metal, hydronics, EMS, and building security services.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We would provide site assessment, meetings with owners, budgeting, and strive to meet other needs.
#69	Describe what project scheduling tools your company uses to track projects during construction.



Response	We use customer relationship management software.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	In-house engineers assist with applications, sizing, and equipment selection.
#75	What is your standard warranty on installation?
Response	One year from acceptance.
#76	What is your standard warranty on energy retrofit contracting?
Response	This is dependent on contract documents.
#77	Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
Response	No.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Mechanical Concepts, LLC
Name of Person Completing Form:	Kurt G. Lyles

General	
#1	Company's official registered name.
Response	Mechanical Concepts, LLC
#2	Brief history of your company, including the year it was established.
Response	Mechanical Concepts was established in 2007. The four founding partners are all still active in the company today. We provide commercial sales and service in North Louisiana, East Texas, and South Arkansas. We are a manufacturers' representative for many different equipment lines. We have grown to have more than 30 employees and are a more than \$20 million dollar business today.
#3	Company's Dun & Bradstreet (D&B) number.
Response	004167604
#4	Corporate office location.
Response	Shreveport, LA
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 32 employees. These consist of eight sales engineers, 15 service technicians, two parts sales and support people, four sales support people, and three administrative personnel.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>Main Office PO Box 3570 Shreveport, LA 71133 Kurt Lyles, partner 318-550-0525 klyles@mechanicalconceptsllc.com</p> <p>East Texas Office PO Box 555 Atlanta, TX 75551 David Waites, sales engineer 903-720-3475 dwaites@mechanicalconceptsllc.com</p> <p>Monroe, LA Office 617 N 2nd Street</p>



	<p>Monroe, LA 71201 Dan Weir, sales engineer 318-525-5916 dweir@mechanicalconceptsllc.com</p>
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	Our strategy is to increase sales in our market area and improve service by hiring the best people in our market area.
#13	What differentiates your company from your competitors?
Response	Locally, we have a 45 percent market share in applied equipment sales. We try to differentiate ourselves through superior customer service at competitive prices.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	There are none.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	We have several large public entities that we currently work with (e.g., Tyler Junior College, LSU Shreveport, University of Louisiana in Monroe) and with which we have completed energy conservation projects and maintenance-saving projects. We continue to win those through the standard public-bid process.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	We are the dominant supplier of HVAC equipment and service in our area. Our reputation speaks for itself.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	We have temporary HVAC equipment available for same-day delivery to our service area (e.g., chillers, towers, air units, boilers, packaged equipment).
#19	What equipment/system support documents will your company provide?
Response	We provide support documents on all equipment we service and sell.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	Our sales staff receives purchase orders and then completes what we call an Order Turn In process, in which we pass the project to the support and administration side of the house. The inside support team orders the equipment and files the project in our internal filing system.
#21	Describe your company's shipping schedule notification procedures.
Response	The project manager tracks all shipments and sends all customers and sales associates a copy of all of their orders and ship dates on a weekly basis.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	All shipments are tracked by our project managers and they continually keep our



	customers informed via email or telephone.																																																								
#23	Provide your shipping schedule reporting form. How many times do you update?																																																								
Response	Typical example – updated weekly																																																								
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#24	How many products do you stock? Where?																																																								
Response	We stock equipment and parts at our main location in Shreveport, LA.																																																								
#25	What is your percentage of on-time delivery at each manufacturing plant?																																																								
Response	Our on-time delivery percentage is 94 percent.																																																								
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?																																																								
Response	Yes.																																																								
#28	If your product is defective, what is the replacement process and turnaround?																																																								
Response	All equipment carries at least a one-year parts warranty. We process all warranty via our parts department the same day as the claim. We ship all replacement via standard freight.																																																								
#29	What is the capability of your company to respond to emergency/rush orders?																																																								
Response	We process emergency orders on a fairly regular basis. Those all go out immediately.																																																								
#30	State whether your company provides a quality guarantee on your products. If so, please describe.																																																								
Response	Limited Warranty: The company warrants that it will provide free replacement parts in the event any products sold by company and used in the United States proves defective in material or workmanship for a period of 12 months from the initial start-up or 18 months from the date of shipment, whichever expires sooner. Goods not manufactured by the company sold under this agreement are warranted only to the extent that the manufacturer warranted them to the company or directly to the purchaser.																																																								
	The company's liability to the purchaser shall not exceed the lesser of the cost of correcting defects in the goods sold or the original purchase price of the goods and the company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages.																																																								
	The company's warranty does not apply to any goods which have been opened,																																																								



	<p>disassembled, repaired, or altered by anyone other than the company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable item such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the user. The company's duty to perform under any warranty may be delayed, at the company's sole option, until the company has been paid in full for all goods purchased by purchaser. No such delay shall extend the warranty period.</p> <p>THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES; EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL MECHANICAL CONCEPTS, LLC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BY BREACH OF THIS OR ANY OTHER WARRANTY NEGLIGENCE OR STRICT TORT.</p> <p>The company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the company within ten (10) days of original equipment start-up or start-up date and ship dates will be deemed the same for warranty determination.</p> <p>No person (including any agent, salesman, dealer or distributor) has the authority to expand the company's obligation beyond the terms of express warranty, or to state that the performance of the product is other, than published by the company.</p> <p>Terms of Sale: Sale of goods covered hereby to purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. No waiver alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of MECHANICAL CONCEPTS, LLC. In particular and without limiting the foregoing, notwithstanding anything to the contrary in purchase order or any other documents, the Company does not accept any order subject to project design and specifications. The purchaser is to accept full and sole responsibility to determine whether the product ordered by the purchaser meets the design and specification requirements of any project.</p>
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.



Response	We offer extended warranties on an as-needed basis. Five- and 10-year warranties are common and are available for parts, labor, and total maintenance.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	States of Texas, Louisiana, and Arkansas – five- and 10-year parts and labor warranties.
#34	What is your standard warranty on Building Automation Controls?
Response	One year.
#35	What is your standard warranty on replacement parts?
Response	One year.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We track ship dates and startup dates. Our standard warranties are 12 months from the initial start-up or 18 months from the date of shipment, whichever expires sooner.

Services	
#38	Describe your company’s Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	We have three service centers and our regular hours of operation are 8-5 M-F. All three centers are owned and operated by Mechanical Concepts.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	We have 24/7 emergency service and support and on-call personnel available at all times. Customers contacting us at 318-550-0525 are connected to immediate support 24/7.
#40	Discuss your organization’s capability and historical flexibility in completing timely service calls and problem resolution.
Response	We put customer service first and can be to any of our customers’ sites within two hours.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	We have weekly and monthly meetings where we focus on our QIP (Quality Improvement Process) and safety. We have continual reviews of work in progress as well as site visits to jobs by management.
#42	List your company’s standard scope of work performed for preventative maintenance visits.
Response	Here is a typical example of an internal form we use to track preventative maintenance on an air-cooled chiller: Model: _____ Serial: _____ Owner _____

		#:	
OK	Needs Repair	Task	Comments
		Complete Chiller Log Sheet	
		Check and Calibrate Operating Controls & Safeties	
		Check and adjust operating and safety control setpoints.	
		Check the unit thoroughly for refrigerant leaks on the unit and all associated refrigerant piping.	
		Meg test compressor motors.	
		Check and tighten all electrical terminals and check contacts for wear.	
		Check oil level in compressor and add as required.	
		Tighten motor terminals and control panel terminals.	
		Check crankcase heater operation.	
		Check external interlocks, flow switches, pumps, and fans.	
		Oil sample analysis on each compressor in each chiller.	
		Clean air-cooled condensers.	
		Check condenser fans and motors.	
		Check superheat and subcooling (adjust superheat as required).	
		Check air and water flows of the condenser and evaporator sections.	



			Check Settings in the Chiller Plant Control	
			Report any uncorrected deficiencies noted.	
			Report to Customer Any Problems With Equip & Controls	
	Notes:			

#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.			
Response	\$5,000,000.			
#44	Describe your call center organization.			
Response	Service Manager Service Operations Manager Secretary Dispatcher 15 service technicians			
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?			
Response	Yes, 318-550-0525.			
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?			
Response	The service operations manager and dispatch are responsible for handling that directly.			
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.			
Response	We receive calls through our main number and relay them to dispatch, which receives all of the pertinent information from the customer. We enter the call into our accounting system and dispatch a technician to the site. The technician meets with the customer, corrects the problem to the customer's satisfaction, and then completes a service ticket that is emailed from the technician to the office and the customer. The office reviews the ticket, processes an invoice, and sends it to the customer. All of these steps take place on a daily and continual basis. Other than the technician's service call, each step takes a few minutes.			
#48	What technology such as GPS tracking does your company use to track completion of repairs?			
Response	Verizon Cellular			
#49	What is the reputation of your company's service in the public marketplace?			
Response	We hire the very best service technicians on our service area and their			

	reputations speak for themselves.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	We typically spread the cost as requested by the customer (e.g., four equal quarterly payments).
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	Our sales staff receives purchase orders and then completes what we call an Order Turn In, a process in which the contract is passed to the support and administration side of the house. The inside support team inputs the project into our internal accounting and filing system. The system tracks service calls and maintains a schedule for preventative-maintenance calls.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	We have an in-house employee dedicated to energy management and building automation systems. All of our technicians are versed in basic EMS system operation and are very comfortable with these systems. In our market, most all jobs we work on have some sort EMS installed.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).
Response	More than 30.
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	We have an in-house employee dedicated solely to energy management and building automation systems. All of our 14 other service technicians are versed in basic EMS system operation.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	This is somewhat dependent on the system we are working on. We share with the customer all of the data their system can provide. Our technicians also provide detailed reports of all work we do.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Yes.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	Calls are received through email or our main number and relayed to dispatch who receives all of the pertinent information from the customer. If it is an EMS issue, that call is routed to our dedicated EMS technician who can access sites remotely. If a problem can be corrected remotely, it is. Otherwise we send a technician to the site. We enter the call into our accounting system and dispatch a technician. The technician meets with the customer, corrects the problem to the customer's satisfaction, and then completes a service ticket that is emailed

	from the technician to the office and the customer.
#58	Describe your company's startup and system checkout responsibilities.
Response	We start up and commission the products we sell. All equipment has its own start-up and commissioning documentation associated with it. We fill out that paperwork as we start the particular piece of equipment. We file all required paperwork with the factory.
#59	Describe your company's post-installation and warranty support.
Response	We service and support all the equipment we sell through our service department.
#60	Describe your company's steps for system analysis.
Response	System analysis is a broad topic. We have eight sales engineers and 15 service technicians that do some form of system analysis every day at multiple locations using a variety of tools, software, and experience.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	We use QuickBooks with additional "bolt on" programs for service dispatch. As to the system guaranteeing customers receive consistent service support, verification, and management reporting, we guarantee it, not our system. We have a small market, so word of mouth and reputation are everything. We can't afford not to guarantee it.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
Response	Billings are done on a daily basis.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	All service centers are "in-house." All employees' training and qualifications are measured and tracked on a regular basis.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	All large equipment requires factory start-up for warranty coverage.
#65	Who performs your start-up procedure?
Response	Our service technicians perform all start-up procedures.
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	\$10,000,000
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	We implement turnkey work including the following: Mechanical, electrical, ductwork, drywall, structural steel, EMS/BAS systems, concrete, engineering, and architectural services.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

Response	Equipment replacements are generally capital-budget expenditures (but they don't have to be). Our degreed sales engineers typically work with the customer to identify which equipment should be replaced when. We then provide budgetary estimates for the work with projected escalations in cost. Once the customer is ready to implement a project, we finalize pricing and complete the work as scheduled.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	We use Microsoft Small Business Server, QuickBooks, Excel, and Outlook.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	Our degreed sales engineers are all experts in equipment selection and provide the optimal equipment for the customer.
#71	Describe how your company handles site development and project permitting processes.
Response	We are licensed contractors in all of the states we service. We file permits for all work through the local authorities (which are different in all three states we service).
#72	Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	All our work conforms to Southern Building Code and all work is permitted and inspected by our management team as well as the local inspection offices.
#73	What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
Response	The customer comes first.
#74	Describe your company's construction management plan.
Response	Construction management is overseen by our service operations manager. We plan implementation work timely, effectively, safely, and efficiently. We maintain programs for all of the above. We make sure all of our subcontractors adhere to our standards and maintain our level of insurance.
#75	What is your standard warranty on installation?
Response	<p>Limited Warranty: The company warrants that it will provide free replacement parts in the event any products sold by company and used in the United States, proves defective in material or workmanship for a period of 12 months from the initial start-up or 18 months from date of shipment, whichever expires sooner. Goods not manufactured by the company sold under this agreement are warranted only to the extent that the manufacturer warranted them to the company or directly to the purchaser.</p> <p>The company's liability to the purchaser shall not exceed the lesser of the cost of correcting defects in the goods sold or the original purchase price of the goods and the company shall not in any event be liable to buyer or third parties for any delays of special, indirect or consequential damages.</p>

	<p>The company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable item such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the user. company's duty to perform under any warranty may be delayed, at company's sole option, until company has been paid in full for all goods purchased by purchaser. No such delay shall extend the warranty period.</p> <p>THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES; EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL MECHANICAL CONCEPTS, LLC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BY BREACH OF THIS OR ANY OTHER WARRANTY NEGLIGENCE OR STRICT TORT.</p> <p>The company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the company within ten (10) days of original equipment start-up or start-up date and ship dates will be deemed the same for warranty determination.</p>
#76	What is your standard warranty on energy retrofit contracting?
Response	One to 10 years depending on the project needs.
#77	Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
Response	No.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	Typically, we provide a one-year parts and 90-day labor warranty on all standard service work.
#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	We are licensed contractors in Louisiana, Texas, and Arkansas.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Norman S. Wright Mechanical Equipment Corporation
Name of Person Completing Form:	Corydon C. Palmer

General	
#1	Company's official registered name.
Response	Norman S. Wright Mechanical Equipment Corporation
#2	Brief history of your company, including the year it was established.
Response	Founded in San Francisco, CA, in 1906, the company has been in continuous operation ever since.
#4	Corporate office location.
Response	Brisbane, CA
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have approximately 200 employees (150 sales and 50 administrative).
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>San Francisco, CA: Corydon Palmer, senior sales engineer, 415-467-7600, cpalmer@norman-wright.com</p> <p>Sacramento, CA: Robert Beyer, executive vice president, 916-381-6666, bbeyer@norman-wright.com</p> <p>Fresno, CA: Paul Duckworth, executive vice president, 559-449-8701, pduckworth@nsw-duckworth.com</p> <p>Santa Clara, CA: Tim Knoop, vice president, 408-748-1304, tknoop@norman-wright.com</p> <p>Reno, NV: Michael Lotspeich, vice president, 775 826-8622,</p>



	<p>mlotspeich@norman-wright.com</p> <p>Honolulu, HI: Marites Calad, vice president, 808-678-3911, mcalad@norman-wright.com</p> <p>Los Angeles, CA: Tim Archer, vice president, 714-632-9800, tarcher@nswcla.com</p>
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	We seek to promote new product technologies with consulting/design engineering firms.
#13	What differentiates your company from your competitors?
Response	Our in-depth product and HVAC systems skills and knowledge.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	We've been involved in business litigation only. There has been no bankruptcy or reorganization in company history.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	Generally the product lines sold by Norman S. Wright are considered to be from the industry's top manufacturers in terms of innovation and overall quality.
#19	What equipment/system support documents will your company provide?
Response	We provide all support documents as required on a project basis.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	After receipt of a purchase order or notice to proceed, we prepare engineering submittals. After approval of engineering submittals we release the order to the warehouse or factory for fulfillment or manufacturing.
#21	Describe your company's shipping schedule notification procedures.
Response	Our schedule for each notification procedure varies with the product's complexity. Notifications are generally updated weekly.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	We notify customers of any shipping delays immediately and in writing.
#24	How many products do you stock? Where?
Response	Our stock inventory value exceeds \$5M, spread across five stocking locations.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?



Response	All our HVAC units are UL- or ETL-listed.
#28	If your product is defective, what is the replacement process and turnaround?
Response	This process varies with product complexity and the nature of defect. In many cases replacement products are available locally for immediate shipment.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	This situation also varies with product complexity. In many cases the product can be delivered in one day from the time order is placed.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	Our manufacturing partners warrant/guarantee the products.
#31	Describe your procedures to monitor the quality of your products.
Response	We monitor regular feedback from field service and installation personnel (contractors) as well as maintaining regular communications with the various factories.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes. Warranty lengths vary with project requirements.
#34	What is your standard warranty on Building Automation Controls?
Response	One year.
#35	What is your standard warranty on replacement parts?
Response	One year.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We have a database that we use to track this information.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	Our sales offices handle customer service functions.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	Response time varies with project requirements. Sometimes we can provide 24/7 availability.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	We are completely capable of providing timely service calls.
#44	Describe your call center organization.
Response	Our sales offices handle customer service functions. Our manufacturing partners (factories) maintain a call center in some cases.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	No.

#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	This situation varies with project and customer requirements.
#49	What is the reputation of your company's service in the public marketplace?
Response	NSW has an excellent reputation for service in the public marketplace.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	We can remotely monitor many Daikin chiller and VRV products.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	No.
#58	Describe your company's start-up and system checkout responsibilities.
Response	This procedure varies with the product. Generally Norman S. Wright and Daikin coordinate with the installing contractor to confirm that all prestart-up requirements are complete prior to commencing start-up work.
#59	Describe your company's post-installation and warranty support.
Response	We provide a very high level of support after the installation, arguably the best in the local industry.
#64	Is warranty coverage dependent on using your startup procedure?
Response	Typically yes.
#65	Who performs your startup procedure?
Response	Daikin Applied service personnel or direct field personnel perform start-up procedures.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	We use Microsoft Project.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Norman S. Wright Climatec Mechanical Equipment of San Diego, LLC
Name of Person Completing Form:	Terry Watkins

General	
#1	Company's official registered name.
Response	Norman S. Wright Climatec Mechanical Equipment of San Diego, LLC.
#2	Brief history of your company, including the year it was established.
Response	Climatec was established in San Diego in 2006 when they aquired Delta T Systems. A recent merger changed the name of the organization in 2014.
#4	Corporate office location.
Response	Phoenix, AZ
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	In San Diego there are 11 outside sales engineers, six inside sales support personnel, and one administrative support person. Service technicians are provided by Daikin Applied service or an outside service provider.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>San Diego: 13715 Stowe Drive Poway, CA 92064-6836 P: 858.391.7000 F: 858.679.0531</p> <p>Lakeside: 11653 Riverside Drive, Suite 149 Lakeside, CA 92040 P: 619.440.4659 F: 619.440.4659</p>
#8	Define your standard terms of payment.
Response	45 days.
#12	What is your strategy to increase market share in the public space?
Response	Promotion of NSWC's focus on the extraordinary Owning Experience, and positioning Climatec as being the industries-preferred business partner for our products and services. Promotion of Climatec's capabilities for single source of responsibility for providing complete systems and support at the owner, designer, and contractor levels. Launch of our new E-Store, Internet-based warehouse store, creates a response to today's market need for convenience

	and efficiency.
#13	What differentiates your company from your competitors?
Response	<p>Our primary focus is on the complete Owning Experience of our customers. This extends from the design of the most complete and cost-effective systems through the purchase, delivery, and commissioning phases, to being the only company with a dedicated Owning Experience Engineer for service and support for the life of the system.</p> <p>This positions NSWC to be our customers' first choice in building-technology solutions because we focus on providing sales and operational excellence, world-class service, technological innovation, and investment in employees whose expertise and professionalism is second to none.</p> <p>Climatec delivers great customer experiences and rewarding careers by being a non-bureaucratic business that is entrepreneurial and nimble and that pays attention to detail while placing tremendous focus on employee empowerment, professional development, service leadership, and community involvement.</p>
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	There have been none.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	We represent a broad line of manufacturers with products that typically exceed efficiency standards, saving customers operational cost every year of usage. For example, Daikin air- and water-cooled chillers can be as much as 20 percent more efficient than required by ASHRAE 90.1. We have been involved with many Fanwall new and retrofit installations, which provide significant energy savings over traditional air handlers.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	The best example of our reputation is the number of owners who are repeat purchasers of Daikin products. The majority of large customers have demonstrated confidence by purchasing Daikin and other products from us on numerous occasions.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	NSWC works in partnership with Daikin Applied, SPX Cooling Technologies, Empire, and Aggreko to provide temporary cooling solutions as needed. Those options include chillers, cooling towers, air conditioners, spot coolers, and air handlers. We can meet almost any temporary cooling need. Prior to procurement of equipment, Climatec can help advise the end user on site conditions to better help accommodate temporary cooling, should it ever be

	required.
#19	What equipment/system support documents will your company provide?
Response	<p>NSWC will provide any and all supporting documentation required by the end user. This will include (but not be limited to) if requested:</p> <ul style="list-style-type: none"> ▪ Submittal documentation including performance data and equipment dimensional drawings ▪ Warranty documentation ▪ Start-up documentation ▪ Installation, operating, and maintenance manuals ▪ Wiring diagrams ▪ Exploded parts diagrams/lists ▪ Service /parts contacts ▪ Training opportunities (e.g., chiller maintenance and operations training).
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	We generally accept purchaser-generated terms and conditions with some internal guidelines based on industry standard practices.
#21	Describe your company’s shipping schedule notification procedures.
Response	Our internal sales support team initiates and produces shipping schedules based on the customers’ needs for individual projects.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	If the equipment need is critical, we work with the factory to see if another customer would be willing to swap a production spot to keep the unit on time. We also attempt to arrange expedited freight at no charge to the customer. We notify the customer of any slipped ship dates via email and a phone call.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	A sample form is attached. We update the form if there are any changes in ship dates and with tracking numbers when items ship.
#24	How many products do you stock? Where?
Response	We stock 60 products in various sizes of each. Manufacturers include Greenheck, Price, Danfoss, Daikin, and Griswold. Products are located at our local office. In addition, another 100 products of various kinds are available at the factories.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	The manufacturers NSWC represents have an average of 97 percent on-time delivery. (Major manufacturers such as the following have a 100 percent on-time delivery history: Daikin, CES, Enviro-Tec, Danfoss, DriSteem, Greenheck, Griswold, TSI, Marley, Recold, and TSI.)
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	All HVAC units procured from NSWC are either UL- or ETL-listed. All HVAC units are in compliance with applicable codes in the states served by NSWC.
#28	If your product is defective, what is the replacement process and turnaround?
Response	The process for replacement of defective components is initiated via a call to



	<p>either the service coordinator at the local Climatec office, or to the local Factory Service Branch (in the case of Daikin chillers), which then initiates warranty validation and the parts replacement process with the respective factory. The scope of NSWC/Daikin replacement (parts or parts and labor) is project and warranty specific, but in general will always include the provision of replacement parts during the first year, with labor by the installing contractor. In the case of chillers, the warranty labor function is typically included by Daikin Service during the first year, and possibly beyond. Turnaround will depend on the type of product in question and the availability of the parts required. Typically, small components are stocked at the manufacturer's sites. Larger components, such as compressors, may be subject to a nominal lead time.</p>
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We operate a full stocking warehouse of OEM parts and products. Our manufacturers also stock a large selection of replacement parts and have the ability to expedite manufacturing for emergency situations.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	Yes. Our quality guarantee is that if there is a quality issue with any product that we have sold, we will work with our factory to repair or replace that product to the customer's satisfaction.
#31	Describe your procedures to monitor the quality of your products.
Response	NSWC routinely follows up with customers and owners to get feedback on their experience with the products they have purchased. NSWC monitors the feedback and assists in resolving any issues the customers and owners may have with products.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes, various products have extended warranties available from one to ten years.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	School districts have taken advantage of our extended VRV/Reflok product warranties, which when used in combination extend the labor warranty to five years and parts warranty to 10 years.
#34	What is your standard warranty on Building Automation Controls?
Response	Warranties are offered per individual product manufacturers.
#35	What is your standard warranty on replacement parts?
Response	Standard warranties are 12 months from start-up or 18 months from shipment.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We use the manufacturer's computerized system and have a person within our organization who is responsible for tracking warranty situations.

Services	
#38	Describe your company's Customer Service Department (hours of operation,

	number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	We have a service coordinator who is responsible for the scheduling of internal technicians and Daikin Applied service visits.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	After-hours service calls go directly to an outsourced service provider. Response times vary depending on customer needs and the service provider.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	We have always been able to find solutions to customers' service needs and resolve problems promptly.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	Our service partners implement and maintain their own quality programs.
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	Our service partners maintain preventative maintenance programs depending on the needs of the customer.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	We don't have the dollar volumes of our service partners.
#44	Describe your call center organization.
Response	Call centers are maintained by our service partners.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Most of our service partners offer this.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	Each sales engineer can be reached via cell phone to escalate emergency situations.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	Service calls can originate within our office. We then coordinate the work with our service partners and invoice on a regular basis.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	This varies depending on the service partner used for the repair task.
#49	What is the reputation of your company's service in the public marketplace?
Response	We only partner with service providers that maintain top-notch reputations in

	our marketplace.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	Our service providers propose different solutions depending on the customer's needs.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	This is dependent on the service provider used.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	We partner with energy management companies as needed to serve the customer's needs. We can work closely with any of the energy management companies to troubleshoot equipment-related issues and resolve them promptly.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).
Response	This is dependent on our EMS partners.
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	We have relationships with most major EMS contractors and can recommend an appropriate contractor to make system changes and repairs.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	This service is provided by the EMS contractors.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Most EMS contractors have this capability.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	This service is provided by the EMS contractors.
#58	Describe your company's startup and system checkout responsibilities.
Response	Equipment warranty is dependent on factory and specific product policies or warranties. Generally, a review of start-up procedures is required for equipment warranty validation.
#59	Describe your company's post-installation and warranty support.
Response	Equipment warranty is dependent on factory policy and the specific product. Generally review of start-up procedures is required for equipment warranty.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Equipment warranty is dependent on factory policy and the specific product. Generally review of start-up procedures is required for equipment warranty.
#65	Who performs your start-up procedure?
Response	This is product-specific and may be handled by the installing contractor, service company, or commissioning agency.

#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	We work with our partners to provide the most economical turnkey solutions.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We have a stocking warehouse to accommodate this approach.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	We provide equipment shipping schedules and any updates provided by factory to customers.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	We work with various professionals, from mechanical contractors to engineering firms, to provide the proper selections and design.
#71	Describe how your company handles site development and project permitting processes.
Response	We work with various professionals, from mechanical contractors to engineering firms, to work through the permitting process.
#72	Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	We work with various professionals, from mechanical contractors to engineering firms, to provide the proper quality.
#73	What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
Response	We work with various disciplines to ensure cost and energy savings along speed of deployment.
#74	Describe your company's construction management plan.
Response	We work with various contractors for field-construction management projects.
#75	What is your standard warranty on installation?
Response	12 months .
#76	What is your standard warranty on energy retrofit contracting?
Response	12 months.
#77	Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
Response	12 months.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	12 months.
#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	Any sites outside California.





Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Norman S. Wright Climatec Mechanical Equipment of Southern California, LLC
Name of Person Completing Form:	Tim Archer

General	
#1	Company's official registered name.
Response	Norman S. Wright Climatec Mechanical Equipment of Southern California, LLC.
#2	Brief history of your company, including the year it was established.
Response	We are a representative for commercial and industrial HVAC products. The company has roots in the Los Angeles market dating back to 1978 and since then has formed into the leading manufacturers' representative in our market, serving owners, architects, engineers, contractors, and institutions with the highest level of service and support.
#3	Company's Dun & Bradstreet (D&B) number.
Response	008390838/0082788836
#4	Corporate office location.
Response	2544 E. Miraloma Way, Anaheim, CA 92806.
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 58 total employees: 22 in direct sales, 11 in sales support, three in engineering support, two in administration, and 20 other employees.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>California</p> <p>Anaheim: 2544 E. Miraloma Way, Anaheim, CA 92806 P: 714-632-9800 F: 714-238-7866</p> <p>Sylmar: 13031 Bradley Ave., Sylmar, CA 91342 P: 818-367-6100 F: 818-367-1221</p>
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	We gain market share by promotion of Norman S. Wright Climatec's (NSWC) focus on the extraordinary Owning Experience, and positioning NSWC as being the industries-preferred business partner for our products and services. We also increase market share by promotion of NSWC's ability to provide a single source of responsibility for providing complete systems and support at the owner, designer, and contractor levels. Launch of our new E-Store, an Internet-based



	warehouse, creates a response to today's market need for convenience and efficiency.
#13	What differentiates your company from your competitors?
Response	<p>Our primary focus is on the complete Owning Experience of our customers. This includes the design of the most complete, most cost-effective systems, through all steps of purchase, delivery, and commissioning, as well as being the only company with a dedicated Owning Experience Engineer to provide service and support for the life of the system.</p> <p>This focus positions NSWC to be our customers' first choice in building-technology solutions by focusing on sales and operational excellence, world-class service, technology innovation, and investment in employees whose expertise and professionalism is second to none.</p> <p>NSWC delivers great customer experiences and rewarding careers by being a non-bureaucratic business that is entrepreneurial and nimble. We pay attention to detail while placing tremendous focus on employee empowerment, professional development, service leadership, and community involvement.</p>
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	None.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	We represent a broad line of manufacturers with products that typically exceed efficiency standards, saving customers operational cost every year of usage. For example, Daikin air- and water-cooled chillers can be as much as 20 percent more efficient than required by ASHRAE 90.1. We have been involved with many new and retrofit Fanwall installations, which provide large energy savings over traditional air handlers.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	The best example of our reputation is the number of owners who are repeat purchasers of Daikin products. The majority of our large customers have demonstrated confidence by purchasing Daikin and other products from us on numerous occasions.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	NSWC works in partnership with Daikin Applied, SPX Cooling Technologies, Empire, and Aggreko to provide temporary cooling solutions as needed. Those options include chillers, cooling towers, air conditioners, spot coolers, and air handlers. We can meet almost any temporary cooling need. Prior to procurement of equipment, Climatec can help advise the end user on site

	conditions to better help accommodate temporary cooling, should it ever be required.
#19	What equipment/system support documents will your company provide?
Response	<p>NSWC provides any and all supporting documentation required by the end user. This includes (but is not limited to) requests for:</p> <ul style="list-style-type: none"> ▪ Submittal documentation including performance data and equipment dimensional drawings ▪ Warranty documentation ▪ Start-up documentation ▪ Installation, operating, and maintenance manuals ▪ Wiring diagrams ▪ Exploded parts diagrams/lists ▪ Service/parts contacts ▪ Training opportunities (e.g., chiller-maintenance and operations training).
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	We generally accept purchaser-generated terms and conditions with some internal guidelines based on industry standard practices.
#21	Describe your company's shipping schedule notification procedures.
Response	Our internal sales support team initiates and produces shipping schedules based on the customer's needs for individual projects.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	If the equipment need is critical, we work with the factory to see if another customer would be willing to swap a production spot to keep the unit on time. We also attempt to arrange expedited freight at no charge to the customer. We notify the customer of any slipped ship dates via email and phone call.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	A reporting form is attached. We update the form if there are any changes in ship dates and with tracking numbers when items ship.
#24	How many products do you stock? Where?
Response	We stock hundreds of products in various sizes of each. Manufacturers include Daikin, Danfoss, Greenheck, Griswold, and Price. Products are located at our local office. In addition, another 100 various product items are available at the factories.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	The manufacturers NSWC represents have an average of 97 percent on-time delivery. (Major manufacturers such as the following have a 100 percent on-time delivery history: Daikin, CES, Enviro-Tec, Danfoss, DriSteem, Greenheck, Griswold, TSI, Marley, Recold, and TSI.)
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	All HVAC units procured from NSWC are either UL- or ETL-listed. All HVAC units are in compliance with applicable codes in the states served by NSWC.



#28	If your product is defective, what is the replacement process and turnaround?
Response	The process for replacement of defective components is initiated via a call to either the service coordinator at the local Climatec office, or to the local factory service branch (in the case of Daikin chillers), which then initiates warranty validation and the parts replacement process with the respective factory. The scope of NSWC/Daikin replacement (parts or parts and labor) is project and warranty specific, but in general always includes the provision of replacement parts during the first year, with labor by the installing contractor. In the case of chillers, the warranty labor function is typically included by Daikin service during the first year, and possibly beyond.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We operate a full stocking warehouse of OEM parts and products. Our manufacturers also stock a large selection of replacement parts and have the ability to expedite manufacturing for emergency situations.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	Yes. Our quality guarantee is that if there is a quality issue with any product that we have sold, we will work with our factory to repair or replace that product to customer's satisfaction.
#31	Describe your procedures to monitor the quality of your products.
Response	NSWC routinely follows up with customers and owners to get feedback on the owning experience of the products that customers have purchased. NSWC monitors the feedback and assists in resolving any issues the customers or owners may have with the products.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes. Various products have extended warranties available from one to 10 years.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	School districts have taken advantage of our extended VRV/Reflok product warranties, which when used in combination, extend the labor warranty to five years and the parts warranty to 10 years.
	What is your standard warranty on replacement parts?
Response	Our standard warranty is 12 months from start-up or 18 months from shipment.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We use the manufacturer's computerized system and have a person in our organization who is responsible for tracking warranty situations.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.

Response	We have a service coordinator that is responsible for the scheduling of internal technicians and Daikin Applied service.
#40	Discuss your organization’s capability and historical flexibility in completing timely service calls and problem resolution.
Response	We have always been able to find solutions to customers’ service needs and resolve problems promptly.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	Quality programs are implemented and maintained by our service partners.
#42	List your company’s standard scope of work performed for preventative maintenance visits.
Response	These preventative maintenance services are provided by our service partners and depend on the needs of the customer.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	We don’t have the dollar volumes of our service partners.
#44	Describe your call center organization.
Response	This is dependent on the service partner.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Most of our service partners offer this service.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	Each sales engineer can be reached via cell phone to escalate emergency situations.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	Service calls can originate within our office. We then coordinate the work with our partners and invoice on a regular basis.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	This depends on the service partner used for the repair task.
#49	What is the reputation of your company’s service in the public marketplace?
Response	We only partner with service providers that have top-notch reputations in our marketplace.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	Our service providers can propose different solutions depending on the customer’s needs.
#51	Identify the process of receiving a purchase order to the providing of a service contract.

Response	This is dependent on the service provider used.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	We partner with energy management companies as needed to serve the customer's needs. We can work closely with any of the energy management companies to troubleshoot equipment related issues and resolve them promptly.
#53	List the number of sites at which your company currently monitors Energy Management Systems (EMS).
Response	This is dependent on our EMS partners.
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	We have relationships with most major EMS contractors and can recommend the appropriate contractor to make system changes and repairs.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	This is provided by the EMS contractors.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Most EMS contractors have this capability.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	This is provided by the EMS contractors.
#58	Describe your company's startup and system checkout responsibilities.
Response	Equipment warranty is dependent on factory policy and the specific product involved. Generally review of start-up procedures is required for equipment warranty validation.
#59	Describe your company's post-installation and warranty support.
Response	Equipment warranty is dependent on factory policy and the specific product. Generally review of start-up procedures is required for equipment warranty validation.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Equipment warranty is dependent on factory policy and specific product. Generally review of start-up procedures is required for equipment warranty validation.
#65	Who performs your start-up procedure?
Response	This is product-specific. It can be the installing contractor, service company, or commissioning agency.
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (e.g., electrical, sheet metal work, EMS system connection and programming).
Response	We work with our partners to provide the most economical turnkey solutions.
#68	Explain how your company would propose a planned unit replacement program

	including how units would be identified for replacement and how pricing would be addressed.
Response	We have a stocking warehouse to accommodate this approach.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	We provide equipment shipping schedules and any updates provided by the factory to the customer.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	We work with various professionals, from mechanical contractors to engineering firms, to provide the proper selections and design.
#71	Describe how your company handles site development and project permitting processes.
Response	We work with various professionals, from mechanical contractors to engineering firms, to work through the permitting process.
#72	Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	We work with various professionals, from mechanical contractors to engineering firms, to provide the proper quality control.
#73	What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
Response	We work with various disciplines to ensure cost and energy savings along with speed of deployment.
#74	Describe your company's construction management plan.
Response	We work with various contractors for field construction management.
#75	What is your standard warranty on installation?
Response	Our standard warranty is 12 months.
#76	What is your standard warranty on energy retrofit contracting?
Response	Our standard warranty is 12 months.
#77	Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
Response	Our standard warranty is 12 months.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	Yes, for 12 months.
#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	Any sites outside California.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Perry Mechanical Systems, LLC
Name of Person Completing Form:	Ed Majors

General	
#1	Company's official registered name.
Response	Perry Mechanical Systems, LLC.
#2	Brief history of your company, including the year it was established.
Response	Perry Mechanical Systems, LLC, has been selling HVAC equipment since 2001. We have been the market-share leader for many of the products we've sold during significant portions of that time. Most of our work has been through the bid process, in which we supply our products to a mechanical or general contractor for a project. Perry Mechanical Systems, LLC currently has a staff of five members who are successfully managing and delivering products for our regional area with annual revenue for us and our partner vendors in the amount of approximately \$12,000,000 yearly. On September 1, 2014, we added a fifth person to our team to focus on owners and direct sales to government entities. This person is aggressively pursuing work under this cooperative agreement in addition to the other members of our staff, which will enable us to expand our deliverables through this resource.
#3	Company's Dun & Bradstreet (D&B) number.
Response	039079822
#4	Corporate office location.
Response	13933 Dasmariñas Drive, Corpus Christi, TX 78418
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We currently service our region with four equipment sales representatives and one inside parts and administrative person.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	Rio Grande Valley Office at 3319 W Alberta Rd, Edinburg, TX 78539 Jason King, Owner/Rep, 956-227-0799, Jason@perry-mechanical.com Brennan Vierra, Rep, 956-357-2928, brennan@perry-mechanical.com Main Office at 15217 S Padre Island Drive # 105, Corpus Christi, TX 78418 Steve Martter, Owner/Rep, 361-949-4980, steve@perry-mechanical.com John Graham, Rep, 361-949-4980, john@perry-mechanical.com Ed Majors, Parts/Office Manager, 361-949-4980, ed@perry-mechanical.com
#8	Define your standard terms of payment.
Response	Net 30 days.



#12	What is your strategy to increase market share in the public space?
Response	If we are successful in obtaining a TCPN contract, we will have more opportunities to sell projects direct to public-sector clients. We have several customers we work with regularly in the public sector and having the opportunity to sell direct to them via TCPN would enable us to increase the volume of work we do with them. We will advertise our TCPN affiliation at trade shows and other events we attend and will notify our customers of our affiliation when we are speaking with them.
#13	What differentiates your company from your competitors?
Response	We go to market through manufacturer representative firms in lieu of manufacturer-direct channels. The representative organization offers us the opportunity to set up more local offices in smaller markets and have more sales people available to call on remote customers. This is a big advantage in a state such as Texas where it is difficult to service such a large area from centralized offices in the big cities.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	We have not been involved in any of the above.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	We have a wide variety of HVAC products available to us because we go to market through manufacturer's representative organizations. With such a variety, we can offer products that may better suit the customer rather than trying to meet their needs with a limited product offering from a single manufacturer, such as our competitors often have to provide.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	We have a very good reputation in our marketplace. For our area, we are generally the market-share leader for many of the products we offer. In addition, our customers return for our products on a regular basis because of the technical expertise we can provide them.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	We are not a mechanical contractor but do have great relationships with our customers that have temporary chillers available.
#19	What equipment/system support documents will your company provide?
Response	We provide manuals for warranty information, Installation, operations, and maintenance. We also provide RPLs for all products.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	For established customers/contractors, after we received a PO via email, we create a file with a job number and a SOPO (Sales Order/Purchase Order) form. We use this form to track all the POs that Perry must issue to each of the

	vendors that are supplying equipment on a specific job and quote numbers from the individual vendors that quoted equipment. Order acknowledgments received from each vendor are added to the job file. We send and receive all POs and order acknowledgements via email. The process can take an additional 24-48 hours for new customers seeking credit terms on first-time purchases.
#21	Describe your company's shipping schedule notification procedures.
Response	Estimated lead times are provided to our customers when products are quoted. Firm ship dates are known once our representative places the order. Our representatives keep our customers informed if any delays in manufacture develop.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	Because our representatives live in the territory that we service, all our reps are in weekly (if not daily) contact with our customers. We are involved in the design of a large percentage of our jobs, are familiar with the time constraints, and do all we can to meet them.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	We obtain updates from suppliers and manufacturers as needed.
#24	How many products do you stock? Where?
Response	All products ship directly from our manufacturer's plant or warehouse.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	90 percent
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Yes.
#28	If your product is defective, what is the replacement process and turnaround?
Response	If the product is stocked by the manufacturer, a replacement can arrive in as little as 24 hours. Non-stocked product replacement can vary depending on the manufacturer's production schedule.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	If the product is stocked by the manufacturer, replacements can arrive in as little as 24 hours. Non-stocked product availability can vary depending on the manufacturer's production schedule.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	We stand behind all the products we represent. If we see an issue arise with a supplier or manufacturer, we have the flexibility to search out and find an alternative supplier that meets our standards.
#31	Describe your procedures to monitor the quality of your products.
Response	We have close relationships with many, if not all, of the contractors and engineers with which we deal. We receive constant feedback on the products we sell.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.



Response	Yes, up to five years on parts with extended labor warranties available through manufacturers.
#35	What is your standard warranty on replacement parts?
Response	One year
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	This information is tracked by individual manufacturers.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	Our parts person is available by cell phone at all times. We are not a service contractor.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Lennox start-up procedures and registration are done by the installing contractor.
#65	Who performs your start-up procedure?
Response	The installing contractors.
#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	We can only sell to our territory in Texas.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Stebbins-Duffy, Inc.
Name of Person Completing Form:	Emery George

General	
#1	Company's official registered name.
Response	Stebbins-Duffy, Inc.
#2	Brief history of your company, including the year it was established.
Response	We were established in 1967 by Donald Stebbins and James Duffy.
#3	Company's Dun & Bradstreet (D&B) number.
Response	05-179-2372
#4	Corporate office location.
Response	10 Technology Drive, Suite 1, Peabody, MA 01960
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 10 direct sales employees, four sales support, and three administrative personnel.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	We have a single office at 10 Technology Drive, Suite 1, Peabody, MA 01960. Emery George, vice president, 978-532-2880, emerygeorge@stebbinsduffy.com
#8	Define your standard terms of payment.
Response	Net 30 days.



i Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Thermal Environment Sales, Inc.
Name of Person Completing Form:	Erik J. Bruhns

General	
#1	Company's official registered name.
Response	Thermal Environment Sales, Inc.
#2	Brief history of your company, including the year it was established.
Response	We were established in 1970 as an independent manufacturers' representative firm.
#4	Corporate office location.
Response	11 Sitterly Road, Clifton Park, NY 12065.
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 18 employees (six sales, six service, and six support).
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	We have only one location.
#8	Define your standard terms of payment.
Response	Net 30 days on credit approval.
#12	What is your strategy to increase market share in the public space?
Response	We meet with the customer's owners and engineers to inform them of products we represent in order to form the basis of a design that meets project specifications.
#13	What differentiates your company from your competitors?
Response	Our service, technical support, and quality.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	Never.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	Our basis is quality, not cost. We do reduce costs based on our volume, efficiency of products, and our support of those products.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	Superior
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	We have a mobile chiller of 110 tons capacity on site for rent.

#19	What equipment/system support documents will your company provide?
Response	We provide design, engineering, start-up, training, and warranty documents.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	First we receive the PO, then we prepare a submittal, get a credit approval, get an engineering approval, and then we release the equipment.
#21	Describe your company's shipping schedule notification procedures.
Response	Lead times are noted with the proposal, at release, and as required by customer.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	We update customers weekly and advise of changes.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	We provide weekly updates.
#24	How many products do you stock? Where?
Response	We locally stock water-source heat pumps, chillers, and fan coils at our facility.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	90 percent.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Yes.
#28	If your product is defective, what is the replacement process and turnaround?
Response	TES administers all warranty issues locally.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We offer quick shipment on all standard offerings.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	We provide a one-year warranty on all products, with extension options.
#31	Describe your procedures to monitor the quality of your products.
Response	Every unit is checked, tested, and started by TES.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes. We offer two-, three-, four-, and five-year warranties on products and 10-year warranties on selected products.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	NY State Comptroller's office has a five-year warranty on parts and labor.
#34	What is your standard warranty on Building Automation Controls?
Response	One year.
#35	What is your standard warranty on replacement parts?
Response	One year.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We keep impeccable records on every warranty part.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	Our TES service department of six technicians is open 7:30am – 5pm Monday through Friday. We only perform warranty and start-up service.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	We refer all other service needs to Tri County Refrigeration Factory, which offers 24/7/365 service.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	Tri County Refrigeration is a same-day response team.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	Our partner Tri County Refrigeration Factory Service handles this itself.
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	Our partner Tri County Refrigeration Factory Service handles this itself.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	We have no access to this data for Tri County Refrigeration Factory Service.
#44	Describe your call center organization.
Response	None (see response #47).
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	No.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	Our Service Manager Dave Goyette, handles problems of this nature.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	We only perform warranty and start-up service.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	We do not track our employees because we trust them.
#49	What is the reputation of your company's service in the public marketplace?
Response	Superior.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?



Response	We refer preventative maintenance contracts to Tri County Refrigeration.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	We refer contract work to Tri County Refrigeration.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	We provide a 100 percent satisfaction guarantee.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Thermal Mechanics, Inc.
Name of Person Completing Form:	Wes Hueseman

General	
#1	Company's official registered name.
Response	Thermal Mechanics, Inc. (TMI)
#2	Brief history of your company, including the year it was established.
Response	Since 1966, TMI Corporation has worked to build valued partnerships focused on providing engineered HVAC solutions. TMI provides equipment, control, engineering, and service solutions to the architect, consulting engineer, mechanical contractor, and owner community.
#3	Company's Dun & Bradstreet (D&B) number.
Response	114210362
#4	Corporate office location.
Response	715 Goddard Ave. Chesterfield, MO 63005
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	Sales = 25 Sales & Engineering Support = 11 Service Techs = 14 Administration = 11 Temperature Controls = 16
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	TMI – St. Louis: 715 Goddard Ave., Chesterfield, MO 63005 636-532-1110 TMI – Kansas City: 204 NW Platte Valley Drive Riverside, MO 64150 816-298-6281
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	We are committed to being a resource for the most efficient and cost-effective solutions, supported by the latest industry technology and designed to exceed our customers' expectations.



#13	What differentiates your company from your competitors?
Response	At Thermal Mechanics we have more than 80 of the most experienced, talented, and dedicated employees in their respective fields. Thermal Mechanics provides quality service delivered by our factory trained and certified technicians, who can service every piece of mechanical equipment and integrated building controls. We are one of the most experienced and talented union service teams in our region with 15 service technicians. We offer temperature-control solutions with protocols configured for either standalone operation or incorporation into independent building automation systems. Our advanced systems monitor comfort conditions and enable interoperability between building automation and control systems including fire and smoke, hazardous and chemical detection, security, lighting, and HVAC. We feature open architecture “BACnet” systems, a worldwide (ANSI) standard for system communications in building automation.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	None.

Products	
#17	What is the reputation of your company’s products in the public marketplace?
Response	Thermal Mechanics, Inc., has built valued partnerships with global HVAC manufacturers, architects, consulting and industry engineers, general and mechanical contractors, and building owners while delivering engineered HVAC solutions. We are committed to being a resource for the most efficient and cost-effective solutions supported by the latest industry technology.
#18	Indicate your company’s ability to provide temporary cooling when needed.
Response	We would procure rental HVAC equipment.
#19	What equipment/system support documents will your company provide?
Response	Submittals, IOMs, Warranty Docs, and other documents on request.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	We provide submittal documents as needed for approval, review approved submittals and make changes as needed, submit the order to the factory, and finally obtain an order acknowledgement and shipping status from the factory.
#21	Describe your company’s shipping schedule notification procedures.
Response	Shipping is handled via emails and phone calls once TMI receives the data from a given factory.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	Shipping delays are handled via emails and phone calls once TMI receives the data from a given factory.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	We provide shipping schedule reports as often as information changes and as often as requested.



#24	How many products do you stock? Where?
Response	Daikin VRV, Mini Splits at TMI –St. Louis. WSHPs, PTACs, Rooftop Units – Daikin Factories.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	TMI is the Daikin Applied distributor/representative, not the manufacturer.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	No.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	Our response can be immediate but procurement of product is manufacturer and product-type dependent.
#31	Describe your procedures to monitor the quality of your products.
Response	Our start-up, first-year service, and commissioning capabilities serve as our quality control procedure.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes. The standard parts warranty for Daikin VRV is 10 Years. All other product lines have extended warranties available on request.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	Blessing Hospital (Quincy, IL) – Daikin VRV five-year labor warranty.
#34	What is your standard warranty on Building Automation Controls?
Response	One year
#35	What is your standard warranty on replacement parts?
Response	One year on OEM replaced parts
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	The manufacturer tracks warranty via warranty claims on unit-specific model and serial numbers.

Services	
#38	Describe your company’s Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	At Thermal Mechanics, our service team provides 24/7 service and technical support delivered by our factory trained and certified service technicians who can service any piece of mechanical equipment and integrated building control system. We have one of the most experienced and talented union service teams in our region with 12-15 HVAC service technicians. We place optimum value on the customer’s complete satisfaction and also offer continuing end-user training to all of our customers. Along with HVAC building-control diagnosis and repair, we also provide building controls monitoring at hundreds of facilities across Missouri and Illinois. Our service department is available

	<p>24/7 to support the life of a building. Hours of Operation: Mon – Fri 7:00 A.M. – 4:00 P.M. Service – 636-777-7753 Parts – 636-777-7747</p>
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	TMI maintains a 24/7 emergency pager with a senior technician on call. Calls are typically returned within 30 minutes. Each emergency is handled on a case-by-case basis.
#40	Discuss your organization’s capability and historical flexibility in completing timely service calls and problem resolution.
Response	Same as #39 above. In addition, TMI has 14 service technicians, which affords us scheduling flexibility.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	We use customer feedback and satisfaction surveys completed by end users.
#42	List your company’s standard scope of work performed for preventative maintenance visits.
Response	Typically they include filter changes, refrigerant pressure checks, and operational tests.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	\$200,000.
#44	Describe your call center organization.
Response	We maintain a call center with four customer-service representatives during normal business hours.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Yes, and we are available 24/7.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	After-hours service calls are handled by TMI on-call technicians. If needed, the on-call technician escalates the issue to our service manager.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	After a call is received by the TMI service call center, we qualify the service call and assign the call to a TMI technician. After the technician makes repairs, we process the invoice.
#48	What technology such as GPS tracking does your company use to track completion of repairs?

Response	TechTool by Timberline Software
#49	What is the reputation of your company's service in the public marketplace?
Response	Excellent.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	Quarterly.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	A TMI service contract is proposed on TMI letterhead followed up by TMI aftermarket sales.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	TMI has three staff members who monitor HVAC equipment and controls sites.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).
Response	113
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	TMI has 14 service technicians and six control technicians.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	All BMS/EMS system we represent offer full reporting capabilities.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Yes.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	We remotely access the system to diagnose the problem and then dispatch field technicians accordingly.
#58	Describe your company's startup and system checkout responsibilities.
Response	These activities include refrigerant charge check, electrical checks, and full mechanical checks (except test and balance).
#59	Describe your company's post-installation and warranty support.
Response	TMI has 14 service technicians to provide first-year (post-installation) warranty support.
#60	Describe your company's steps for system analysis.
Response	Identify the problem, diagnose remotely if possible, then fix the problem and invoice upon completion.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	We use 24-hour tape backup and maintain full redundancy on all hard drives.
#62	What does your company do to ensure bills are received from service centers

	within a reasonable time frame and issued to government entities for payment?
Response	TechTool is tied to Timberline invoicing software.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	Monthly training (i.e., OSHA).
#64	Is warranty coverage dependent on using your start-up procedure?
Response	No.
#65	Who performs your start-up procedure?
Response	These are handled by TMI service fitters or Daikin Applied factory service technicians.
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	\$2,000,000
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	Mechanical, electrical, controls/EMS, and sheet-metal work.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	Identify the useful life of the equipment and provide a “repair vs. replace” analysis and pricing report.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	TechTool software by Timberline.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	Equipment selections are handled by TMI’s in-house engineering and equipment sales department.
#71	Describe how your company handles site development and project permitting processes.
Response	Our in-house construction and estimating group handles these activities.
#72	Describe you company’s design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	TMI’s engineering staff and service startup technicians do QC during start-up.
#73	What is your company’s design approach and philosophy for a turnkey or energy retrofit contract project?
Response	TMI would work with the owner to provide the best value and a payback solution.
#75	What is your standard warranty on installation?
Response	One year
#76	What is your standard warranty on energy retrofit contracting?
Response	One year
#77	Do you differentiate in your company’s standard warranty if financing is part of



	the contract? If so, please describe.
Response	No.
#78	State whether your company provides a quality guarantee on your service. If so, please describe.
Response	Our service work is guaranteed for customer satisfaction.
#79	What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
Response	TMI offers service only within a 500-mile radius of St. Louis, MO, and Kansas City, MO.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Thermosystems, Inc.
Name of Person Completing Form:	John Dolan

General	
#1	Company's official registered name.
Response	Thermosystems, Inc.
#2	Brief history of your company, including the year it was established.
Response	Thermosystems was founded in 2000. We added a Peoria office in 2005. We moved to our current location in Elmhurst in 2012.
#3	Company's Dun & Bradstreet (D&B) number.
Response	171243376
#4	Corporate office location.
Response	960 Industrial Drive, Unit 1, Elmhurst, IL 60126
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	Our employees consist of 18 direct sales, 10 sales support, five service technicians, and six engineering and administrative personnel.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>Elmhurst Location: 960 Industrial Drive, Elmhurst, IL 60126 Contact: John Dolan, president, jdolan@thermohvac.com, 630-433-4200</p> <p>Peoria Location: 2000 West Pioneer Parkway, Suite 12, Peoria, IL 61615 Contact: George Rawson, sales engineer grawson@thermohvac.com, 309-698-0900</p>
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	Thermosystems is committed to providing custom-engineered, energy efficient HVAC systems solutions. We have licensed professional engineers and LEED-accredited professionals on staff. We offer everything from equipment to full turnkey solutions. We also have in-house parts and factory trained service support for all our products.
#13	What differentiates your company from your competitors?
Response	We are locally owned and operated and our staff is committed to complete customer satisfaction.



#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	None.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	We have done multiple chiller replacements where we lowered our customers' operating costs. We strive to provide the lowest lifecycle-cost product. We provide energy analysis and utility rebate support. We have helped multiple customers achieve EPA Energy Star and LEED certification. Examples of recent chiller installations are Illinois Masonic Medical Center, Harper College, Elgin Community College, North Central University, Chicago Public Schools (multiple sites), Homewood Flossmoor High School, and Lyons Township High School (multiple sites)

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	We are a leading provider of HVAC products, services, and solutions in the Chicagoland, Central Illinois, and Northwest Indiana markets.
#18	Indicate your company's ability to provide temporary cooling when needed.
Response	We have Daikin Applied and Multistack chillers available for rent.
#19	What equipment/system support documents will your company provide?
Response	We can provide drawings and specifications, as well as installation and operation manuals.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	Once a purchase order is received we will provide product submittals and drawings, order the equipment, and then provide start-up commissioning, service, owner training, and installation and operation manuals.
#21	Describe your company's shipping schedule notification procedures.
Response	We email order acknowledgements with ship dates typically within one week of release for production.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	If a shipment is delayed, we immediately notify the customer via email or phone, work to expedite the shipment, and explore expedited shipping options.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	We update weekly.
#24	How many products do you stock? Where?
Response	We have \$1 million of inventory at our facility in Elmhurst, Illinois.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Yes.
#28	If your product is defective, what is the replacement process and turnaround?

Response	Depending on the warranty purchased, a replacement part is provided (or provided and installed). Parts are stocked locally, or available by shipment to site. Typical turn around range is one to three days (for replacement parts) to one to two weeks for non-stock installed parts.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We have 24/7 call service for parts and service.
#30	State whether your company provides a quality guarantee on your products. If so, please describe.
Response	All parts warranties are per the applicable manufacturer (typically one year).
#31	Describe your procedures to monitor the quality of your products.
Response	We monitor all warranty and service calls for repeat failures due to manufacturing defects.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes. Our standard warranty is typically one year. We can provide extended parts and labor warranties for up to 10 years.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	We provided five-year parts, labor, and maintenance warranties for multiple schools in Plainfield School District.
#34	What is your standard warranty on Building Automation Controls?
Response	One year from start-up.
#35	What is your standard warranty on replacement parts?
Response	90 days.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	We track and update warranties, warranty periods, and equipment lists by product serial number and order number.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	Our regular hours are 7:00 AM until 5:00 PM. We provide after-hours emergency numbers to our customers. Our service center is based in Elmhurst at our main location, with four technicians. It is owned by Thermosystems.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	We use an after-hours emergency number. Response time is 60 minutes or less.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	We have in-house service, stock critical parts, and offer engineering and

	commissioning support. If a technician is not able to resolve a problem, it is elevated to the sales engineer and service manager. If they cannot resolve the problem, it is elevated to a corporate officer and the manufacturer. We are committed to diagnosing and resolving problems as quickly as possible.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	All project service reports are reviewed by the service manager and sales team. They will contact the customer with status of any issues and resolution.
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	We perform all OEM manufacturer-recommended service and maintenance. We also provide training or make recommendations to maintain peak performance of the systems.
#43	List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
Response	\$500,000
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	Our parts and service numbers are answered after hours 24/7. We have in-house service, stock critical parts, and provide engineering and commissioning support. If a technician is not able to resolve a problem, it is elevated to the sales engineer and service manager. If they cannot resolve the problem, it is elevated to a corporate officer and the manufacturer. We are committed to diagnosing and resolving the problems as quickly as possible.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	We dispatch a technician to the site. The technician sends a service report to dispatch when leaving the site. When the job is complete, the dispatcher sends an invoice at the end of that day.
#49	What is the reputation of your company's service in the public marketplace?
Response	Excellent.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	Contracts are typically billed annually or quarterly. We perform work within end-user requirements and manufacturer recommendations.
#51	Identify the process of receiving a purchase order to the providing of a service contract.
Response	We enter the project into our accounting and dispatching software and then schedule a technician per intervals set forth in the contract and according to the end-user's scheduling requirements.
#52	List your company's current capabilities for energy management system

	monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	Our technicians are factory trained and carry notebook computers with appropriate diagnostic software. The sales engineer and technician coordinates with the EMS vendor and owner or end user. If a problem is still unresolved we will contact manufacturer technical support.
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	We would subcontract to an appropriate vendor.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Yes.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	If the HVAC technician and EMS technician cannot resolve an issue, it is escalated to the service manager and sales engineer. If they cannot resolve the issue, it is escalated to manufacturer technical support.
#58	Describe your company's startup and system checkout responsibilities.
Response	We provide complete system start-up, and file any start-up reports and warranty registrations. We provide owner training as required.
#59	Describe your company's post-installation and warranty support.
Response	Our aftermarket division has a dedicated process for providing replacement parts as required. We return defective parts to the vendor. We can also provide diagnostic services and labor to replace defective components.
#60	Describe your company's steps for system analysis.
Response	We have factory trained engineering support that follows manufacturer-recommended diagnostic procedures.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	We use customer relationship management software to log and track service and parts requests, quotations, inventory, fulfillment, and invoicing.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
Response	We use paper mail, email, or fax as the customer requires. We can also provide custom-formatted invoices if required.
#64	Is warranty coverage dependent on using your start-up procedure?
Response	This depends on the product and manufacturer requirements.
#65	Who performs your start-up procedure?
Response	Our in-house service, factory service, or a properly trained HVAC technician.
#66	List the total dollar volume your company completes in HVAC retrofits annually.
Response	\$15 million.
#67	List the other functions your company can provide regarding unit replacement to

	offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	We offer HVAC equipment, installation, pipework, construction management, subcontracted sheet-metal, electrical, and general work.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We conduct a site survey to review the condition of existing units, after which we review, prioritize, and make recommendations for replacement. We make an energy and lifecycle analysis if applicable. We file for utility rebates or incentive (if applicable). Finally, we perform replacement (turnkey or product only) per agreed-on schedule and pricing.
#69	Describe what project scheduling tools your company uses to track projects during construction.
Response	A combination of CRM and project management software with a dedicated project manager.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	Our project recommendations are based on first or life cycle cost (including any utility incentives).
#71	Describe how your company handles site development and project permitting processes.
Response	We attain and file all necessary permits.
#72	Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
Response	We do turnkey replacements (no performance contracts). We assign a project manager to each project. The manager reviews project status weekly with management and accounting.
#73	What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
Response	Our goal is to provide the most cost-effective, energy efficient solutions to meet the customer's requirements.
#74	Describe your company's construction management plan.
Response	We assign a project manager to each project. The manager reviews job status weekly with management and accounting.
#75	What is your standard warranty on installation?
Response	One year parts and labor.
#76	What is your standard warranty on energy retrofit contracting?
Response	One year parts and labor.
#77	Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
Response	No.
#79	What states would your company not honor pricing on services for this contract,



	in the event that this contract is made available to all states?
Response	Our market territory is Illinois and Northwest Indiana.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	T.P. Woodside, Inc.
Name of Person Completing Form:	Eric Achman

General	
#1	Company's official registered name.
Response	T. P. Woodside, Inc.
#2	Brief history of your company, including the year it was established.
Response	We have been an HVAC manufacturers' representative since 1976.
#3	Company's Dun & Bradstreet (D&B) number.
Response	08-033-0871
#4	Corporate office location.
Response	60 Lawrence Bell Drive, Williamsville, NY 14221
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	32
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	See response #4 above.
#8	Define your standard terms of payment.
Response	Net 30 days.
#12	What is your strategy to increase market share in the public space?
Response	To provide solutions to the public market's HVAC needs in a cost-effective manner.
#13	What differentiates your company from your competitors?
Response	The products we represent and our team's technical knowledge
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Response	Our company has not been involved in any of these situations.
#16	Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
Response	We have completed numerous design/build projects in the industrial market, for which our customers have received rebates.

Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	Excellent.
#18	Indicate your company's ability to provide temporary cooling when needed.



Response	We would outsource such requests.
#19	What equipment/system support documents will your company provide?
Response	We provide all the related installation and operating manuals and technical hands-on training.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	We receive a PO and generate a submittal package. After approval, we place and then track the order.
#21	Describe your company's shipping schedule notification procedures.
Response	The manufacturer provides 48 hours' notice. Our office updates the schedule to the customer as we get updates from the manufacturer.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	We advise the customer and work with the manufacturer to get the project back on track.
#23	Provide your shipping schedule reporting form. How many times do you update?
Response	We don't use a form. We update scheduling information as often as the manufacturer updates its schedule.
#27	Are all HVAC units UL listed and in compliance with all applicable codes in all states?
Response	Yes.
#28	If your product is defective, what is the replacement process and turnaround?
Response	Our service team replaces the part when we receive it from the manufacturer.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	Very good.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes, as an option, with warranty lengths of up to five years.
#33	Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
Response	Various universities and government office buildings have been given a two-year parts warranty.
#34	What is your standard warranty on Building Automation Controls?
Response	One year, parts and labor
#35	What is your standard warranty on replacement parts?
Response	One year
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	Our service department handles these problems. We check the warranty and provide coverage according to the warranty. We work with the factory to replace needed equipment.

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if

	the service centers are owned by your company or if they are a network of subcontractors.
Response	We have seven service technicians and two parts personnel. Our normal hours are Monday through Friday, 7:30 to 5:00 local time. We have a 24/7 emergency telephone line.
#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	We offer 24/7 emergency service, typically within four hours.
#40	Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
Response	We have very good response time and the flexibility to respond to issues.
#41	Please describe the quality program(s) within your company which measures your service work.
Response	We rely on customer feedback after resolution of problems.
#42	List your company's standard scope of work performed for preventative maintenance visits.
Response	This is dependent on the manufacturer's recommendation and the customer's needs.
#44	Describe your call center organization.
Response	We have a technician on call backed up by a service manager and then the owner of the company.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Yes.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	See response #44 above.
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	First, we dispatch a technician who diagnoses the problem, orders or picks up parts, replaces parts as needed, and tests the repair. We invoice the following Monday.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	None.
#49	What is the reputation of your company's service in the public marketplace?
Response	Excellent.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	This varies by customer at their request.
#51	Identify the process of receiving a purchase order to the providing of a service

	contract.
Response	After a PO is received we schedule the preventive maintenance call.
#52	List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
Response	We can monitor EMS systems. If it is not our EMS system, we would need to work with the appropriate other companies to gain access to the other company's EMS system.
#53	List the number of sites your company currently monitors Energy Management Systems (EMS).
Response	We monitor none but can service and repair such systems.
#54	List your company capabilities regarding system changes and repairs to EMS systems.
Response	Our capabilities are excellent on EMS systems we sell.
#55	List the reporting capabilities your company has for EMS system parameters.
Response	We use Trendlog reports.
#56	Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
Response	Yes, if it is an EMS system we sell.
#57	Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
Response	We typically work only on our own EMS systems.
#58	Describe your company's start-up and system checkout responsibilities.
Response	We prepare the equipment for start-up, then perform the start-up and fill out reports that we send to the manufacturers.
#59	Describe your company's post-installation and warranty support.
Response	Typically the contractor will provide the labor. If they need help we offer phone support and site support.
#60	Describe your company's steps for system analysis.
Response	We gain an understanding of the problem from the unit's owner, troubleshoot the unit, then repair and test the unit.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, HVAC responsibility verification, and management reporting?
Response	All our technicians have tablets and all our forms are electronic. Technicians email completed forms to our office, which sends our reports to the customers.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
Response	We invoice the following week after service is completed.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	All our technicians are factory trained and certified.



#64	Is warranty coverage dependent on using your start-up procedure?
Response	Yes.
#65	Who performs your start-up procedure?
Response	Our technicians perform all start-up procedures.
#67	List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
Response	We would outsource all such functions.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	We would first discuss their needs with the customer, then put a plan together based on that discussion to meet those needs.
#70	How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
Response	All our sales personnel have engineering degrees.



Appendix F – Company Profile	
Effective Date: April 30, 2015	
Name of Rep Firm:	Tristate HVAC Equipment, LLP
Name of Person Completing Form:	Bill Harte

General	
#1	Company's official registered name.
Response	Tristate HVAC Equipment, LLP
#2	Brief history of your company, including the year it was established.
Response	We were established in 1998.
#3	Company's Dun & Bradstreet (D&B) number.
Response	188952113
#4	Corporate office location.
Response	Union Hill Industrial Park, One Resource Drive, West Conshohocken, PA 19428
#5	List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
Response	We have 81 total employees: 23 in sales, 11 in sales support, 19 service technicians, and 17 in administration.
#6	List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Response	<p>Main office – West Conshohocken, PA – contains sales, service and parts Contact – Anthony Greener 610-825-4770</p> <p>3115 Bear Creek Blvd Bear Creek Township, PA 28702 570-824-7738 Contact – Joe Mayo</p> <p>2811 E. Prospect Road York, PA 17402 717-755-0553 Contact – Bengt Dalemar</p> <p>613 Main Street Riverton, NJ 08077 856-663-7600 Contact – James Boyce</p>
#8	Define your standard terms of payment.
Response	Net 30 days.
#15	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.



Response	Litigation regarding a former employee in 2005
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Products	
#17	What is the reputation of your company's products in the public marketplace?
Response	Excellent
#19	What equipment/system support documents will your company provide?
Response	We provide installation, wiring, and operations manuals.
#20	Identify the process of receiving a purchase order to the ordering of equipment.
Response	When an order is received, our credit department reviews it. Once the order is approved by our credit department, we order the equipment.
#21	Describe your company's shipping schedule notification procedures.
Response	We notify the customer of shipping when the equipment is received from the factory.
#22	Describe how your company deals with shipping delays. How do you notify your customer of delays?
Response	We notify the customer of shipping when the equipment is received from the factory.
#25	What is your percentage of on-time delivery at each manufacturing plant?
Response	90 percent
#28	If your product is defective, what is the replacement process and turnaround?
Response	The process depends on the part and factory involved.
#29	What is the capability of your company to respond to emergency/rush orders?
Response	We are able to respond to rush orders.
#32	Do you offer extended parts and labor warranties? If yes, state length of warranty.
Response	Yes.
#34	What is your standard warranty on Building Automation Controls?
Response	One year parts and labor
#35	What is your standard warranty on replacement parts?
Response	One-year warranty on any parts purchased with an approved RMA. Warranty approval is always subject to factory evaluation.
#36	How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
Response	Via an internal system

Services	
#38	Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Response	Hours 8:30AM – 5:30PM Eastern time Two parts outlets 19 service technicians Service center owned by company

#39	Describe how your company handles after-hours customer service needs. Indicate your average response time to emergency service calls.
Response	Answering service – page technician on call to answer
#44	Describe your call center organization.
Response	We maintain three administrators, one coordinator, one quality assurance person, three area coordinators, and 19 service technicians.
#45	Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
Response	Yes to both questions.
#46	Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
Response	Technician on call
#47	List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
Response	A technician handles the work order. After service completion, we invoice the job.
#48	What technology such as GPS tracking does your company use to track completion of repairs?
Response	We use an internal software system.
#49	What is the reputation of your company’s service in the public marketplace?
Response	Excellent.
#50	How does your company spread the cost of a Preventative Maintenance contract over the entire year?
Response	Yes.
#58	Describe your company’s startup and system checkout responsibilities.
Response	The customer performs pre-start procedures, and our technician performs start-up and checkout procedures as determined at sale of equipment.
#59	Describe your company’s post-installation and warranty support.
Response	<p>We employ a Quality Assurance Coordinator, whose responsibilities are to:</p> <ul style="list-style-type: none"> ▪ Investigate field HVAC equipment, chillers, roof top units, air handling and heat recovery units, unit ventilators and VAV boxes problems; and to coordinate with the equipment manufacturer and customers. ▪ Interact with customers to find the best way to solve their problems. ▪ Identify warranty issues and report back to the manufacturer. ▪ Coordinate with the equipment manufacturer’s technical response center personnel to resolve any field problems. ▪ Coordinate with the service technicians to make sure that start-up issues are resolved with the manufacturer’s technical response center. ▪ Review, consult, coordinate, and approve customer back charges; resolve missing items on orders and warranties; check test and start-up procedures with salesmen; and coordinate and request approvals from upper management. ▪ Interact with the manufacturers’ warranty services to resolve any outstanding

	<p>issues.</p> <ul style="list-style-type: none"> ▪ Coordinate with the manufacturers to be sure that all the field Quality Assurance programs are followed and completed.
#61	Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers that receive consistent service support, HVAC responsibility verification, and management reporting?
Response	Yes.
#62	What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
Response	We use an internal tracking system.
#63	Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
Response	Technician training
#64	Is warranty coverage dependent on using your start-up procedure?
Response	Yes.
#65	Who performs your start-up procedure?
Response	Usually, start-up procedures are performed by our trained service technicians.
#68	Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
Response	Via our customer relationships
#71	Describe how your company handles site development and project permitting processes.
Response	These are handled on a case-by-case basis
#75	What is your standard warranty on installation?
Response	One-year warranty

In all of us a Green Heart

Together we can make a difference

Daikin Applied is committed to protecting the health and safety of our employees, customers, and the public; and applying environmentally responsible practices in all aspects of our business operations. Conducting business in a way that provides for the health and safety of our employees and the conservation of our natural environment is a core value.

Daikin Applied is committed to continuous improvement of our environmental, health and safety management systems. We will accomplish this by:

- *Conducting operations in compliance with all applicable laws, regulations, and other requirements.*
- *Committing to a proactive approach towards ensuring the health and safety of all employees.*
- *Taking actions to prevent pollution, reduce waste and conserve our natural resources with the future of the Earth in mind.*
- *Measuring and monitoring our progress towards minimizing our environmental impact and creating a healthy and safe workplace.*
- *Continually striving for excellence in all aspects of environmental, health, and safety management systems.*

(Environmental, Health & Safety Policy)

Daikin Applied's 2015 Environmental Initiatives:

- Reduce Green House Gas Emissions (energy intensity) by 10% from 2010 levels.
 - o A 12% reduction has been realized through 2014. 10,000 less kilograms of Green House Gas generated per \$M produced.
- Reduce Water Usage intensity by 10% from 2010 levels.
 - o A 44% reduction has been realized through 2014. 50,000 less gallons of water used per M\$ produced.
- Reduce Chemical Emissions by 10% from 2010 levels.
 - o A 32% reduction has been released through 2014.
- Reduce Total Waste (Landfill + Recycling) intensity by 10% from 2010 levels.
 - o A 4% reduction has been realized through 2014. 2,300 less kilograms of waste generated per M\$ produced.

Environmental Recognition:

- LEED Gold – Plymouth ADC
- LEED Silver – Staunton Engineering Renovation
- Xcel Energy Efficiency Partner – Plymouth
- EPA Energy Star Building – Dayton – 2011 & 2012
- Daikin Rebel product is the first commercial AC to meet DOE Efficiency Challenge
- DOE Better Buildings, Better Plants Partner – a commitment to reduce energy intensity by 25% over 10 years. Have achieved a 12.66% reduction since 2010.

Facilities ISO14001 Certified:

- Faribault, Mn - 2010
- Owatonna, Mn - 2010
- Dayton, Oh - 2010
- Staunton, Va - 2012
- San Luis Potosi, Mexico – planned for 2016





Appendix G – Value Add	
Effective Date: April 30, 2015	
Name of Rep Firm:	Daikin Applied

Executive Summary	
#1	Describe the product(s) and services(s) in an outline format.
Response	Modular Central Plant
#2	Describe the value to participating agencies.
Response	Combines a chiller and/or boiler, cooling tower, pumps and interconnecting condenser water piping in a pre-engineered and pre-assembled module.
#3	Describe the anticipated value to TCPN.
Response	Combines a chiller and/or boiler, cooling tower, pumps and interconnecting condenser water piping in a pre-engineered and pre-assembled module.
#4	Describe how your company would market these products and services through this contract.
Response	This product will be marketed through this contract as outlined in Daikin Applied's response to Question 84 in Daikin Applied's Company Profile.
#5	Provide an anticipated size of the market for these products and services in the public arena.
Response	~\$20M
Detail Description	
#6	Where is the product manufactured?
Response	Minnesota
#7	Are any certifications of the product provided?
Response	ETL-certified
#8	Where is the service performed?
Response	N/A
#9	Who performs the service and what is their expertise?
Response	N/A
#10	Is this a proprietary product and, if not, who is your competition?
Response	Yes.
#11	Please provide references:
Response	See References tab
#12	Please provide case studies:
Response	See Miscellaneous tab
#13	Provide any pricing that is different from the pricing in Appendix C in this solicitation.
Response	See Pricing tab



Modular Central Plant
75 to 750 tons for single package
Up to 3,750 total tons





The High Efficiency, Low Cost Alternative to Site-Built Central Plants

The Daikin Modular Central Plant (MCP) combines a chiller and/or boiler, cooling tower, pumps and interconnecting condenser water piping in a pre-engineered and pre-assembled module.

Daikin Advantages

Quality - The MCP factory fabrication and assembly provides quality that exceeds outside field practices. Galvanized finish on all structural steel and condenser water piping is standard.

Efficiency - The Daikin chillers used in the MCP are industry leaders in efficiency. In addition, the MCP comes standard with cooling tower VFDs for enhanced part load performance.

Simplicity - Single source OEM supplier.

Reliability - ETL inspected and certified.



Data Centers



Schools and Colleges



Hospitality



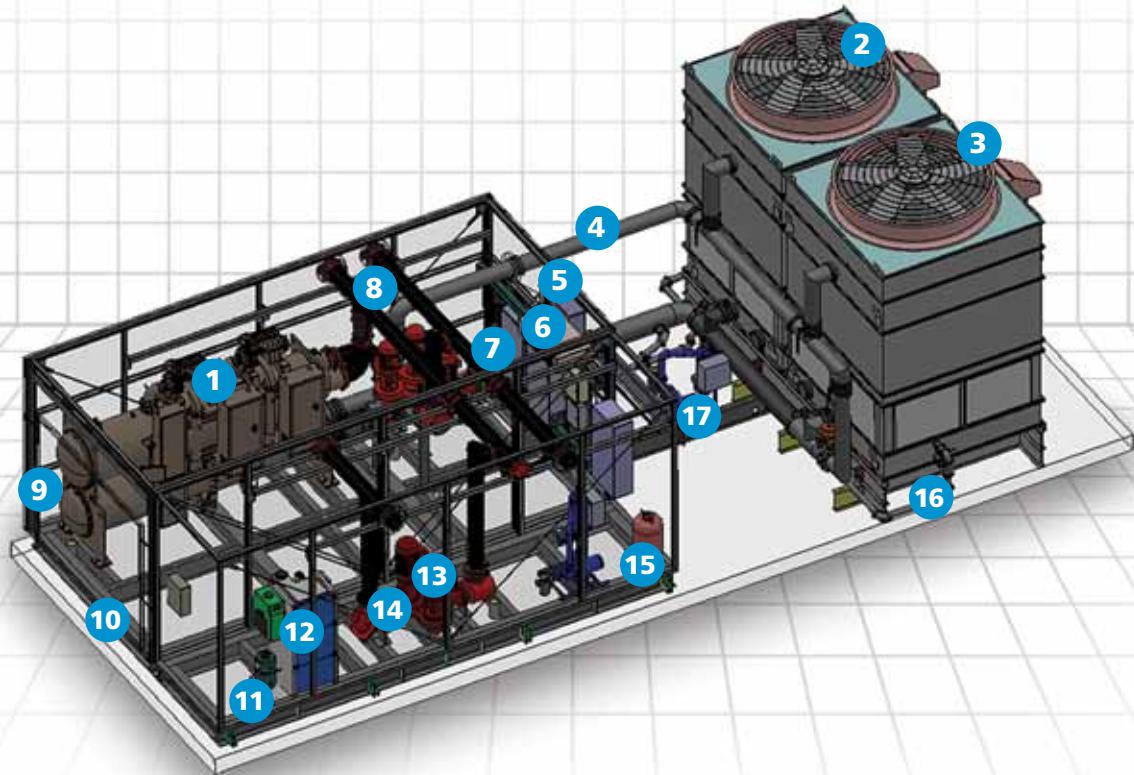
Healthcare

Where the MCP Shines

- Fast track projects with critical deadlines and tight construction schedules.
- Limited space facilities where you don't want to sacrifice interior space to house a central chiller plant or a boiler room.
- Cost conscious projects because the MCP has a lower cost per ton than a brick-and-mortar central plant.
- High growth buildings or businesses with a strong likelihood of expansion. The modular design of the Modular Central Plant allows plants up to 3,750 tons with standard catalog product and virtually limitless with customized product.



Innovation Inside and Outside the Box



Standard Features and Options

- | | |
|---|--|
| <ul style="list-style-type: none"> 1] Daikin chiller, 100 to 1,000 tons per module 2] Cooling tower with VFD 3] Redundant cooling tower (optional) 4] Schedule 40 steel condenser piping, hot dipped galvanized finish 5] Electrical distribution panel, single point power per module 6] Enclosure HVAC 7] MCP controls 8] Schedule 40 steel system piping welded with mechanical coupling connections 9] Motor roll-up access door 10] Fully welded steel structure, galvanized finish 11] Internal floor drains piped to single discharge | <ul style="list-style-type: none"> 12] Water treatment equipment and eyewash 13] Vertical in-line pump suction guide, 3-way valve 14] Redundant pump (optional) 15] Expansion tank and make-up water 16] Tower drain and make-up water piping 17] Tower basin filtration (optional) <p>For a complete list of available options, see the back cover.</p> |
|---|--|

Daikin chillers can integrate with a building automation system using standard open protocols.





Packaged installation – ideal for fast-track projects



Boiler Module



Pump Module



MCP with Dual Chillers Inside

Available Options

- Redundant primary and condenser water pumps
- Redundant cooling towers
- Tower basin filtration
- Tower basin heater
- Stainless steel hot and cold water basins
- Complete stainless steel tower construction
- Winterized MCP for cold climate applications
- Variable primary pumping
- Primary/secondary pumping
- Air separator
- Air and dirt separator
- 65,000 AIC breakers
- MCP extended parts and labor warranty
- Waterside economizer
- Chilled and condenser water pipe insulation
- Sealed combustion boilers for heating and domestic hot water applications
- Zone 4 seismic construction
- Single point power connection

Custom requirements – we can meet most special customer requirements such as N+1 redundancies for data centers.

800.432.1342
www.DaikinApplied.com



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ASP 31-355 (10/13)

The following are tradenames or registered trademarks of their respective companies: BACnet from ASHRAE; Modbus from Schneider Electric Ltd.; LonMark, LonTalk and LonWorks are managed, granted and used by LonMark International under a license granted by Echelon Corporation.



Appendix G – Value Add	
Effective Date: April 20, 2015	
Name of Rep Firm:	Daikin Applied Americas, Inc.

Executive Summary	
Describe the product(s) and services(s) in an outline format.	
Response	<p>MicroTech Integrated Systems</p> <ul style="list-style-type: none"> ▪ Packaged, plug and play, building HVAC control system ▪ Factory programmed and addressed equipment ▪ Pre-engineered control systems logic ▪ Open protocol, BACnet communications ▪ Local 10" color touchscreen front end <p>Intelligent Equipment</p> <ul style="list-style-type: none"> ▪ Secure internet connected gateway and power monitoring device ▪ Communicates directly to cloud services via restful web services ▪ All graphics and points are automatically created when the unit connected securely to the cloud services ▪ Operational and power data are accessible using a standard web browser ▪ Additionally, power and operational analytics are performed on the data real-time which is used to build actionable recommendations to suggest to customers how that can modify operational parameters to optimize the system, as well as provide customers metrics at the component level to help them plan for service as opposed waiting for catastrophic failure and the added cost for that type of service ▪ No additional wiring is required to get these services
Describe the value to participating agencies.	
Response	<ul style="list-style-type: none"> ▪ Inexpensive alternative to traditional BAS ▪ Remote access to HVAC equipment using the browser window on any PC, smartphone, or tablet ▪ Automatic integration and centralized access to critical HVAC equipment ▪ Energy data and energy performance feedback ▪ Feedback on zone comfort levels and historical comfort trends ▪ System wide unit coordination factory programmed ▪ Single user interface for unit, building, and enterprise HVAC information ▪ Alarm messaging (via text message or email) and maintenance recommendations ▪ Unit trend information for advanced diagnostic capabilities ▪ Local, factory provided, unit coordination for more complex, system level logic sequences ▪ Energy saving system logic for duct pressure reset in VAV systems ▪ No controls wiring required at all or simple twisted pair, depending on system requirements ▪ Provides web infrastructure ideal for providing customized view for enterprise customers to manage assets and perform RPOI analysis on service, repair and replacement of those assets
Describe the anticipated value to TCPN.	
Response	<ul style="list-style-type: none"> ▪ Single source equipment and controls for faster startups, eliminates integration hassles



	<ul style="list-style-type: none"> ▪ Potential to eliminate controls trade and associated costs from budgets
Describe how your company would market these products and services through this contract.	
Response	These controls options would be offered as an option with the equipment we provide.
Provide an anticipated size of the market for these products and services in the public arena.	
Response	Roughly 90-95% of all commercial buildings can benefit from these control options. These are buildings that either cannot or do not want to afford a more traditional BAS offering.
Detail Description	
Where is the product manufactured?	
Response	Minneapolis, MN
Are any certifications of the product provided?	
Response	N/A
Where is the service performed?	
Response	Through jobsite hardware/software or remotely via cloud servers
Who performs the service and what is their expertise?	
Response	N/A
Is this a proprietary product and, if not, who is your competition?	
Response	These controls options either use a remote server or a local BACnet communication line. They are inexpensive alternatives to traditional BAS controls from a controls contactor or thermostat control, which doesn't provide centralized control or remote accessibility.
#11	Please provide references:
Response	N/A
Please provide case studies:	
Response	N/A
Provide any pricing that is different from the pricing in Appendix C in this solicitation.	
Response	N/A – product option. Pricing follows equipment pricing.



Appendix G – Value Add	
Effective Date: April 30, 2015	
Name of Rep Firm:	Daikin Applied

Executive Summary	
#1	Describe the product(s) and services(s) in an outline format.
Response	WMC RapidRestore
#2	Describe the value to participating agencies.
Response	Quickly restores cooling capacity when power is restored after a power failure, only 43 seconds required for the chiller to restart, chiller returns to up to 80 percent load in 120 seconds
#3	Describe the anticipated value to TCPN.
Response	Quickly restores cooling capacity when power is restored after a power failure, only 43 seconds required for the chiller to restart, chiller returns to up to 80 percent load in 120 seconds
#4	Describe how your company would market these products and services through this contract.
Response	This product will be marketed through this contract as outlined in Daikin Applied's response to Question 84 in Daikin Applied's Company Profile.
#5	Provide an anticipated size of the market for these products and services in the public arena.
Response	N/A
Detail Description	
#6	Where is the product manufactured?
Response	Staunton, VA
#7	Are any certifications of the product provided?
Response	Meets ASHRAE Std. 90.1, AHRI 550/590 and IBC/OSHPD Seismic, and contributes to LEED® credits.
#8	Where is the service performed?
Response	N/A
#9	Who performs the service and what is their expertise?
Response	N/A
#10	Is this a proprietary product and, if not, who is your competition?
Response	Yes.
#11	Please provide references:
Response	N/A
#12	Please provide case studies:
Response	N/A
#13	Provide any pricing that is different from the pricing in Appendix C in this solicitation.
Response	See Pricing tab based on magnetic bearing chillers



Appendix G – Value Add	
Effective Date: April 30, 2015	
Name of Rep Firm:	Daikin Applied

Executive Summary	
#1	Describe the product(s) and services(s) in an outline format.
Response	Rebel Commercial Rooftop Systems
#2	Describe the value to participating agencies.
Response	Reduce operating costs...most efficient RTU in the market. (First RTU to meet the DOE's rooftop challenge.)
#3	Describe the anticipated value to TCPN.
Response	Reduce operating costs...most efficient RTU in the market. (First RTU to meet the DOE's rooftop challenge.)
#4	Describe how your company would market these products and services through this contract.
Response	This product will be marketed through this contract as outlined in Daikin Applied's response to Question 84 in Daikin Applied's Company Profile.
#5	Provide an anticipated size of the market for these products and services in the public arena.
Response	~\$200M
Detail Description	
#6	Where is the product manufactured?
Response	Minnesota
#7	Are any certifications of the product provided?
Response	AHRI 340-360, ASHRAE 90.1-compliant
#8	Where is the service performed?
Response	N/A
#9	Who performs the service and what is their expertise?
Response	N/A
#10	Is this a proprietary product and, if not, who is your competition?
Response	Yes,
#11	Please provide references:
Response	N/A
#12	Please provide case studies:
Response	N/A
#13	Provide any pricing that is different from the pricing in Appendix C in this solicitation.
Response	See Pricing tab



Rebel Provides Quick Payback with World Class Energy Savings and Superior Part-Load Efficiencies!



Rebel™



HVAC System Type

3-15 ton commercial packaged rooftop.

Building Application

Ideal for any low-rise commercial building: schools, offices, retail, and dedicated outdoor air systems.

Featuring

Variable speed Daikin inverter compressor, variable speed Daikin variable heat pump, composite Daikin condenser fan(s), variable speed ECM fan motors, modulating hot gas reheat, MicroTech® III controls, stand-alone or hybrid heat options, electronic expansion valves, energy recovery, and configurable as a 100% dedicated outdoor air, VAV, Single-Zone VAV, or CAV system.

Benefits

New technologies deliver superior energy efficiencies and cost savings, providing payback to owners in as little as two years!

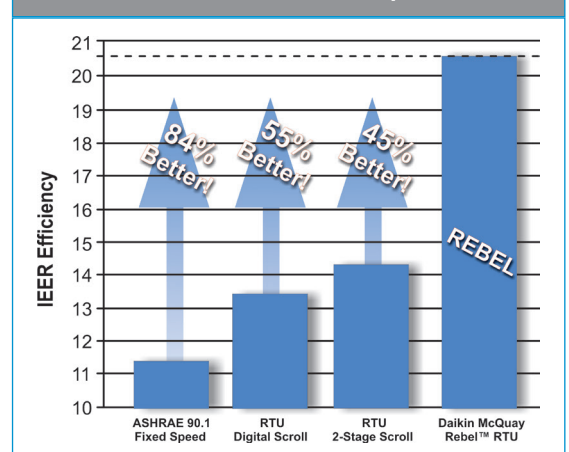
Overview

The new Daikin Rebel commercial packaged rooftop system offers building owners unprecedented energy savings (up to 80%) using quality manufactured Daikin equipment incorporated with advanced Daikin technologies that include an industry first variable speed heat pump with hybrid heat options (gas, electric, hot water), patented ultra-quiet condenser fans, and a variable speed inverter compressor that minimizes on/off cycling.

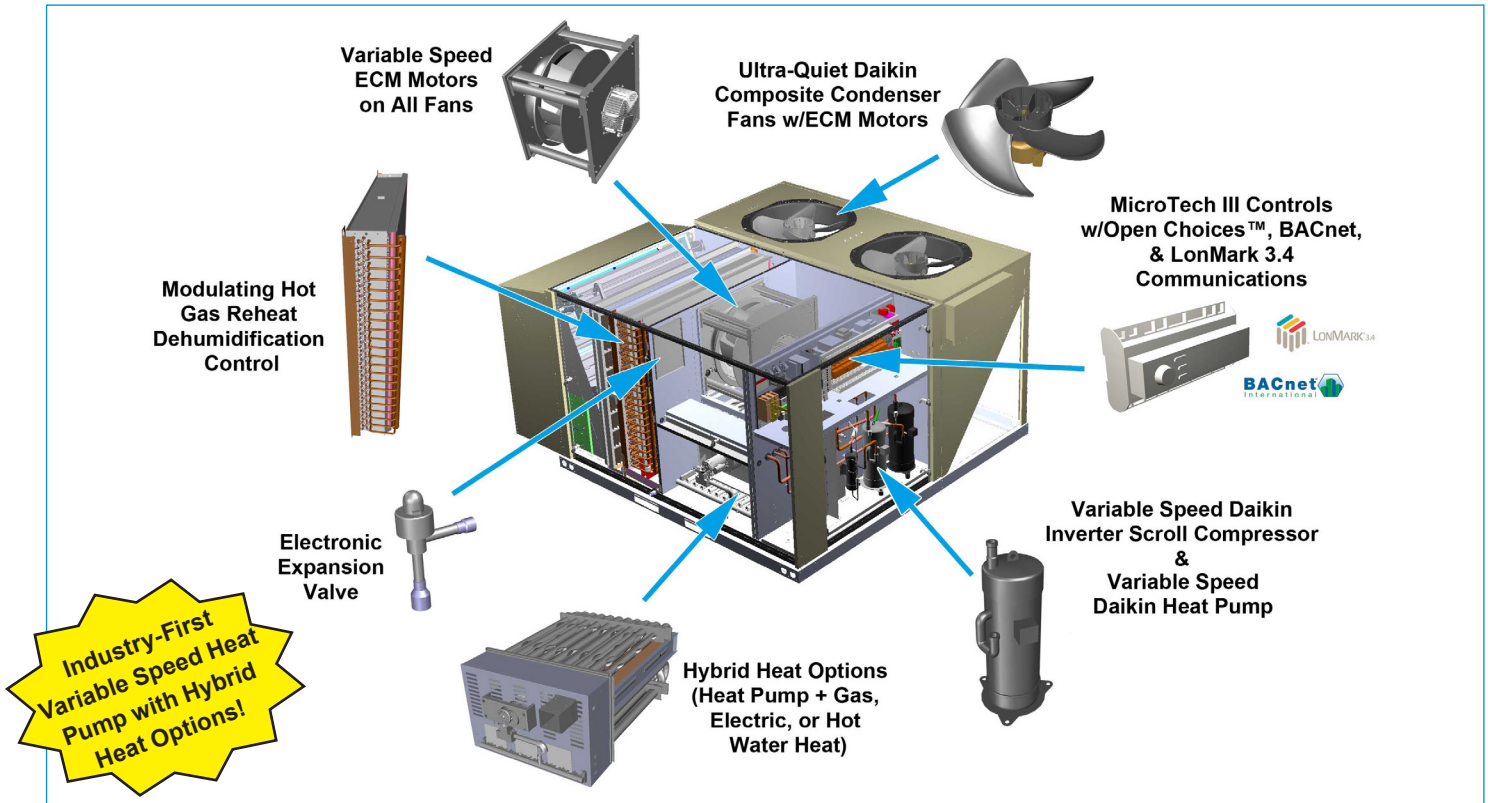
Rebel's innovative design creates air conditioning part-load energy efficiencies (as high as 20.6 IEER) that overwhelmingly surpass ASHRAE's 90.1 performance standard by a staggering 84%.

Rebel also offers great energy savings in the heating mode with COP's at 47°F that are as high as 3.8. And during winter months, Rebel's heat pump provides significantly lower operating costs than any type of alternative mechanical heat, including traditional gas furnaces (see table, back page).

Rebel Delivers the BEST Rooftop Efficiencies!



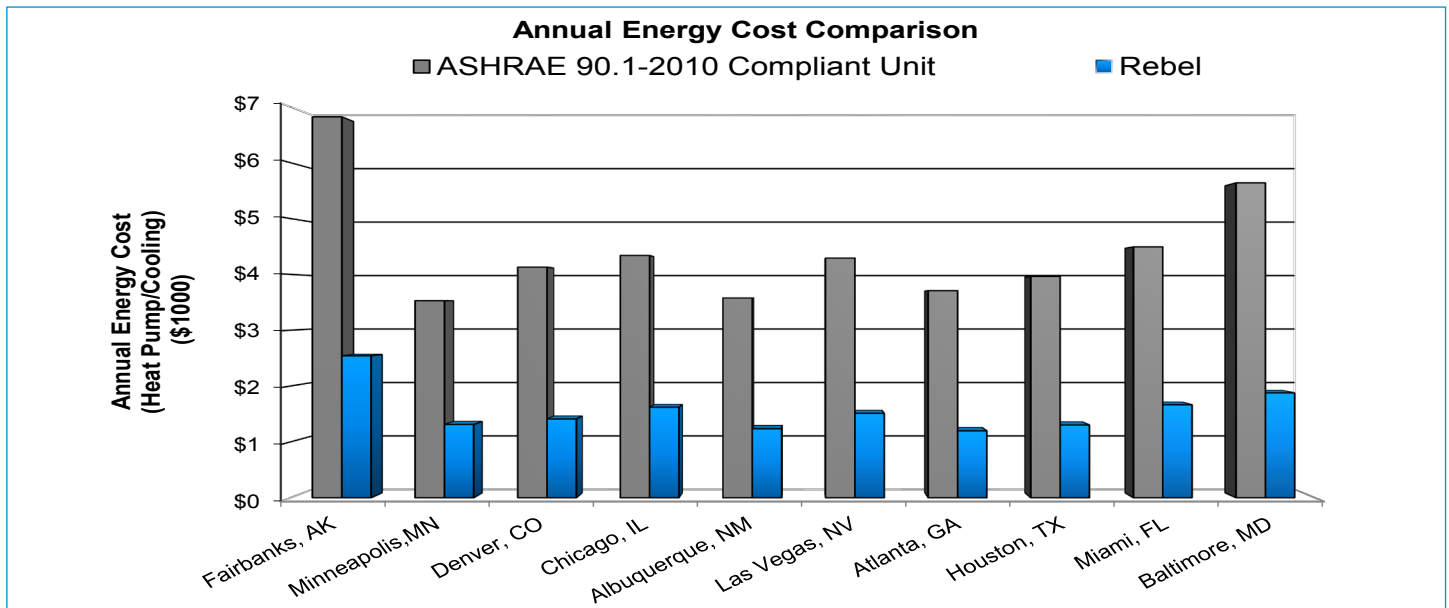
Advanced Daikin McQuay Technologies...



...Deliver Unprecedented Energy Savings

With industry-best part-load efficiencies as high as 20.6 IEER, Rebel is indisputably the most energy efficient packaged rooftop system available and can be configured as 100% dedicated outdoor air, variable air volume (VAV), Single-Zone VAV, or constant air volume (CAV) systems that provide better comfort control and unmatched energy savings (up to 80%) for low-rise building applications.

To illustrate total savings, consider the following table detailing a 12-ton Rebel Single-Zone VAV heat pump unit with hybrid gas heat, versus an ASHRAE 90.1 compliant cooling only unit with gas furnace. It's easy to see that Rebel saves...and saves BIG! In fact, with savings like these, you can expect total system payback in as little as two years!



For information on the Daikin Rebel system or our complete line of product offerings, visit: www.DaikinApplied.com



Appendix G – Value Add	
Effective Date: April 30, 2015	
Name of Rep Firm:	Daikin Applied

Executive Summary	
Describe the product(s) and services(s) in an outline format.	
Response	<p>Daikin Applied has entered into a partnership with Siemens Building Technologies to provide a complete solution by leveraging the strengths of each company to address our clients' energy efficiency solutions. The services include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Engineering ▪ Performance Contracting ▪ HVAC Equipment ▪ Building Automation ▪ Fire ▪ Security ▪ Financing ▪ Measurement & Verification ▪ Service
Describe the value to participating agencies.	
Response	Complete solution through Siemens / Daikin Applied partnership.
Describe the anticipated value to TCPN.	
Response	Complete solution through Siemens / Daikin Applied partnership.
Describe how your company would market these products and services through this contract.	
Response	Marketing would be handled through existing market channels.
Provide an anticipated size of the market for these products and services in the public arena.	
Response	Multi-billion \$ opportunity.
Detail Description	
Where is the product manufactured?	
Response	USA
Are any certifications of the product provided?	
Response	NA
Where is the service performed?	
Response	Local to job site
Who performs the service and what is their expertise?	
Response	Services will be performed by Daikin Applied with support by Siemens for building automation, fire, and security.
Is this a proprietary product and, if not, who is your competition?	
Response	NA
#11	Please provide references:
Response	NA
Please provide case studies:	
Response	NA
Provide any pricing that is different from the pricing in Appendix C in this solicitation.	
Response	See pricing tab



Appendix G – Value Add	
Effective Date: April 20, 2015	
Name of Rep Firm:	Tecta America Corp.

Executive Summary	
Describe the product(s) and services(s) in an outline format.	
Response	Tecta America’s roofing services include installation, repair, emergency damage response, sustainability options and more.
Describe the value to participating agencies.	
Response	Tecta America is the nation’s premier roofing contractor with operations located from coast to coast. Our unyielding commitment to quality, expertise, and professionalism is what makes us the industry leader. Installation, repair, emergency damage response, sustainability options and more—we offer the responsiveness of a local roofing contractor backed by the resources and stability you can only find in a larger company.
Describe the anticipated value to TCPN.	
Response	We offer consistent performance on a nationwide basis through our 51 operating locations.
Describe how your company would market these products and services through this contract.	
Response	We have a customer solutions center that processes all the tickets and requests for Daikin. Customers can call one number for all locations and we are available 24/7.
Detail Description	
Where is the product manufactured?	
Response	We use products manufactured throughout the United States and Canada.
Are any certifications of the product provided?	
Response	Tecta is certified to install all commercial/industrial roofing system, and can provide licensing information as requested.
Where is the service performed?	
Response	We perform services throughout all 50 states and Puerto Rico.
Who performs the service and what is their expertise?	
Response	We have more than 3,000 trained roofing professionals on staff, with individual experience of up to 35 years.
Is this a proprietary product and, if not, who is your competition?	
Response	No other roofing firm has the combination of national coverage, depth of knowledge and experience, and a 24/7 national customer solutions center to respond to and dispatch service whenever it is needed.
#11	Please provide references:
Response	Coca-Cola Enterprises Randy Hirose – 770-989-3229 rhirose@coca-cola.com Manager, Construction Innovation 10330 Old Columbia Road



	<p>Columbia, MD 21046</p> <p>National Retail Georgia Christian: 407-650-3689 Senior Property Administrator 450 South Orange Ace, Suite 900 Orlando, FL 32081</p> <p>International Paper Aaron Alexander: 901-419-4430 Charles.alexander@ipaper.com 6420 Poplar Avenue Memphis, TN 38197</p>
Please provide case studies:	
Response	Available upon request.

DOC #1

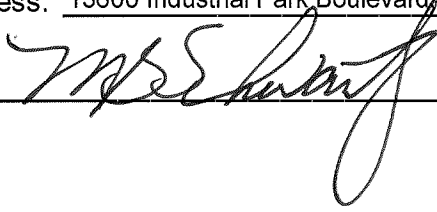
Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Daikin Applied Americas Inc. dba Daikin Applied

Title of Authorized Representative: Vice President

Mailing Address: 13600 Industrial Park Boulevard, Minneapolis, MN 55441

Signature: 

DOC #2

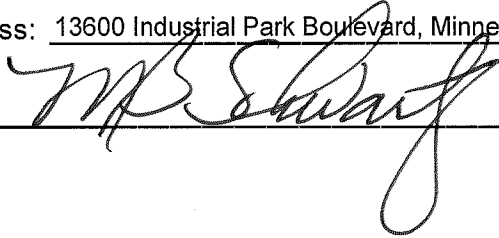
Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Daikin Applied Americas Inc. dba Daikin Applied

Title of Authorized Representative: Vice President

Mailing Address: 13600 Industrial Park Boulevard, Minneapolis, MN 55441

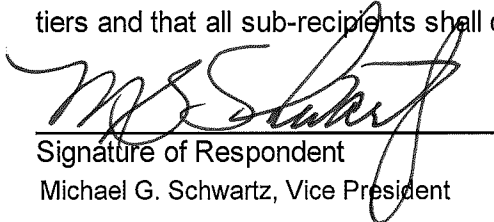
Signature: 

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent
Michael G. Schwartz, Vice President

April 24, 2015

Date

DOC #6

OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Daikin Applied Americas Inc. dba Daikin Applied

Street: 13600 Industrial Park Blvd.

City, State, Zip Code: Minneapolis, MN 55441

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:


I Michael G. Schwartz _____, an authorized representative of Daikin Applied Americas Inc. _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
AAF-McQuay Group Inc.,	9920 Corporate Campus Dr. #2200, Louisville, KY 40223	100% (of DAAI)
Daikin Industries, Ltd.,	Umeda Center Building, 2-4-12 Nakazaki-Nishi Kita-Ku, Osaka 530-8323, JAPAN	100% (of AMGI)

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

April 24, 2015
Date



Authorized Signature and Title
Michael G. Schwartz, Vice President

DOC #7

NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of Minnesota

County of Hennepin

I, Michael G. Schwartz of the Minneapolis
Name City

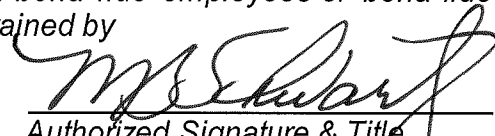
in the County of Hennepin, State of
Minnesota of full age, being duly sworn according to
law on my oath depose and say that:

I am the Vice President of the firm of Daikin Applied Americas Inc. dba Daikin Applied
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Daikin Applied Americas Inc. dba Daikin Applied
Company Name


Authorized Signature & Title
Michael G. Schwartz, Vice President

Subscribed and sworn before me

this 24th day of April, 2015



Notary Public of ~~New Jersey~~ MINNESOTA

My commission expires January 31, 2017



AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Daikin Applied Americas Inc.
dba Daikin Applied
Street: 13600 Industrial Park Blvd.
City, State, Zip Code: Minneapolis, MN 55441

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:


- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
- OR
- 2. A photo copy of their Certificate of Employee Information Report X _____
- OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

April 24, 2015
Date



Authorized Signature and Title
Michael G. Schwartz, Vice President

Certification 3709


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-FEB-2014 to 15-FEB-2017

DAIKIN APPLIED AMERICAS INC.
13600 INDUSTRIAL PARK BLVD
PLYMOUTH MN 55441


Andrew P. Sidamon-Eristoff
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

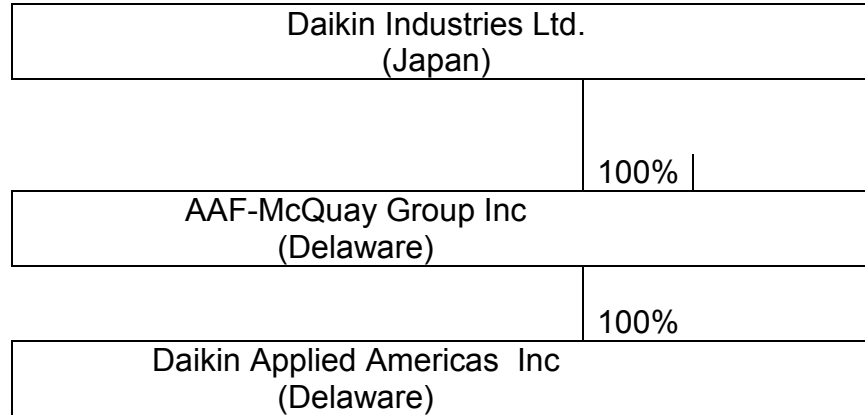
The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Michael G. Schwartz, Vice President

**ORGANIZATIONAL CHART
FOR
DAIKIN APPLIED AMERICAS INC.
dba DAIKIN APPLIED**



Daikin Applied Americas Inc. is a Delaware corporation and a wholly-owned subsidiary of AAF-McQuay Group Inc., a Delaware corporation. AAF-McQuay Group Inc. is a wholly-owned subsidiary of Daikin Industries Ltd., a Japan corporation. Daikin Industries, Ltd. is traded publicly on the Nikkei Stock Exchange.



**DAIKIN APPLIED AMERICAS INC.
LIMITED PRODUCT WARRANTY
(North America)**

Daikin Applied Americas Inc. dba Daikin Applied (“Company”) warrants to contractor, purchaser and any owner of the product (collectively “Owner”) that Company, at its option, will repair or replace defective parts in the event any product manufactured by Company, including products sold under the brand name Daikin and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial startup or eighteen (18) months from the date shipped by Company, whichever occurs first. Authorized replaced parts are warranted for the duration of the original warranty. All shipments of such parts will be made FOB factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment.

In addition, labor to repair or replace warranty parts is provided during Company normal working hours on products with rotary screw compressors, centrifugal compressors and on absorption chillers. Warranty labor is not provided for any other products.

Company’s liability to Owner under this warranty shall not exceed the lesser of the cost of correcting defects in the products sold or the original purchase price of the products.

PRODUCT STARTUP ON ABSORPTION, CENTRIFUGAL AND SCREW COMPRESSOR PRODUCTS IS MANDATORY and must be performed by a Daikin Applied or a Company authorized service representative.

It is Owner’s responsibility to complete and return the Registration and Startup Forms accompanying the product to Company within ten (10) days of original startup. If this is not done, the ship date and the startup date will be deemed the same for warranty period determination, and this warranty shall expire twelve (12) months from that date.

EXCEPTIONS

1. If free warranty labor is available as set forth above, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.
2. Refrigerants, fluids, oils and expendable items such as filters are not covered by this warranty.
3. This warranty shall not apply to products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company’s printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company; (e) have been exposed to contaminates, or corrosive agents, chemicals, or minerals, from the water supply source, or (f) have not been fully paid for by Owner.

ASSISTANCE

To obtain assistance or information regarding this warranty, please contact your local sales representative or a Daikin Applied office.

SOLE REMEDY

THIS WARRANTY CONSTITUTES THE OWNER’S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

No person (including any agent, sales representative, dealer or distributor) has the authority to expand the Company’s obligation beyond the terms of this express warranty or to state that the performance of the product is other than that published by Company.

For additional consideration, Company will provide an extended warranty(ies) on certain products or components thereof. The terms of the extended warranty(ies) are shown on a separate extended warranty statement.

DAIKIN APPLIED AMERICAS INC. Terms & Conditions of Sale (North America)

1. Terms of Agreement: The term "Company" as used herein shall mean Daikin Applied Americas Inc. Company offers to sell the materials, equipment or services indicated only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

2. Price Policy: All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.

3. Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

4. Shipping Terms: All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

5. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

6. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

7. Cancellations: Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

8. Shipment Dates: Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

9. Returns: Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

10. Limited Warranty: Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority

to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

11. Warranty Exclusions: Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

12. Limitation on Liability; Indemnity: Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

13. Infringement: Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.

14. Disputes and Choice of Law: This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

15. Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

DAIKIN APPLIED AMERICAS INC. Modalités et conditions de vente (Amérique du Nord)

1. Modalités d'accord : Le terme « Société » utilisé dans le présent document réfère à Daikin Applied Americas Inc. La Société commercialise les matériaux, équipements ou services indiqués uniquement sous les modalités et conditions énoncées dans le présent document. La soumission d'autres documents d'achat par l'Acheteur ou l'exécution de cette offre par l'Acheteur ou l'autorisation accordée à la Société de démarrer les travaux est considérée comme l'acceptation de cette offre. Toutes modalités et conditions complémentaires ou différentes contenues dans des documents préparés et présentés par l'Acheteur (que ces modalités soient différentes ou non de cette offre) sont rejetées par le présent document et ne seront pas intégrées au contrat entre l'Acheteur et la Société à moins que la Société y consente expressément par écrit.

2. Politique des prix: Tous les prix sont sujets à augmentation sur notification, provoquée par des événements comme des augmentations annoncées dans la liste des prix de la Société ou l'augmentation du coût de main d'œuvre ou des matériaux.

3. Modalités de paiement: Les modalités de paiement sont toujours soumises à l'approbation du service de crédit de la Société. Les modalités de paiement sont de 30 jours nets à partir de la date de la facture, sauf autrement accepté par écrit par la Société. Si, à un moment, la situation financière de l'Acheteur ou tout autre circonstance affectant la décision de crédit, selon l'opinion de la Société, ne justifie pas la poursuite de la production des produits ou l'expédition des produits sur les modalités de paiement spécifiés, la Société peut exiger le paiement intégral ou partiel anticipé ou peut, à sa seule discrétion, arrêter ou retarder la production ou l'expédition des produits. Dans le cas, de tout manquement au paiement, l'Acheteur accepte de payer tous les coûts de recouvrement des montants dus payés par la Société, incluant mais sans s'y limiter, les frais des organismes de recouvrement, les honoraires des avocats, les dépenses juridiques et tous les frais de tribunaux. Tous les arriérés sont soumis à des intérêts suivant le taux d'intérêt le plus élevé autorisé par la loi.

4. Modalités d'expédition/livraison : Toutes les expéditions sont effectuées à partir de l'usine ou de l'entrepôt franco de port suivant les tarifs peu élevés d'un transporteur général, comme cités dans le présent document. Les frais de transport spécial demandé par l'Acheteur doivent être payés par l'Acheteur. La Société peut expédier les marchandises en un ou plusieurs lots. Ces lots peuvent être facturés séparément et doivent être payés à l'échéance de chaque facture, sans considération des livraisons suivantes. Tout retard dans la livraison d'un lot n'exonère pas l'Acheteur de son obligation d'accepter les livraisons restantes.

5. Réclamations: La responsabilité de la Société concernant toutes les expéditions cesse à la livraison des marchandises au transporteur. Indépendamment des modalités d'expédition ou du paiement du fret, l'Acheteur assume les risques intégraux de perte ou de dommage pouvant survenir au cours du transit. Toute réclamation pour dommage ou manquement en transit doit être déposée par l'Acheteur auprès du transporteur et non pas auprès de la Société. Les réclamations relatives au manquement à l'usine ne sont considérées que si elles sont présentées par écrit dans les dix (10) jours qui suivent la réception des Form No. 2F-1216 (06/14) English & French

marchandises et accompagnées par référence des numéros de lettre de transport et de commande d'usine.

6. Taxes: Le montant des taxes présentes et futures applicables au produit doit être ajouté au prix indiqué dans le présent document, devant être payé par l'Acheteur, de la même manière et avec le même effet s'il avait été ajouté à l'origine.

7. Annulations : Les commandes acceptées ne peuvent pas être annulées sans que la Société soit (a) remboursée de ses dépenses afférentes (y compris les frais généraux) (b) payée à un profit raisonnable et (c) indemnisée par l'Acheteur contre toute perte.

8. Dates d'expédition : Les dates d'expédition ne sont que des estimations. Aucun contrat n'est fait pour être expédié à un moment spécifique, sauf défini dans un document écrit séparé ratifié par un cadre de direction de la Société. La Société n'est pas responsable de tout dommage résultant d'un délai ou d'un retard de livraison entraîné par la désapprobation du service de crédit de la Société ou résultant d'une cause qui échappe au contrôle raisonnable de la Société, incluant mais sans s'y limiter les cas suivants : cas de force majeure, action de l'Acheteur, action gouvernementale, accident, agitation dans le monde du travail, délai dans les transports ou impossibilité d'obtenir la main d'œuvre nécessaire ou les installations de fabrication.

9. Retours : Les marchandises ne peuvent pas être renvoyées sauf si l'Acheteur obtient auparavant l'autorisation par écrit d'un cadre autorisé de la Société. Les marchandises ainsi renvoyées seront soumises à des frais de manutention et de transport. Les marchandises autorisées renvoyées doivent être expédiées franco de port à l'endroit indiqué sur l'autorisation.

10. Garantie limitée : En fonction des sections 11 et 12 du présent document, la Société garantit que la Société réparera ou remplacera les pièces défectueuses (à sa discrétion) au cas où si le produit fabriqué sous le nom de Société et utilisé aux États-Unis et au Canada, est prouvé comme étant défectueux en matériau ou en main d'œuvre, et ceci pendant douze (12) mois à partir du démarrage initial ou à partir de dix-huit (18) mois à partir de la date d'expédition par la Société, le premier des deux prévalent. Les pièces remplacées autorisées sont garanties pendant la durée de la garantie d'origine. CETTE GARANTIE CONSTITUE LE RECOURS UNIQUE DE L'ACHETEUR. ELLE TIENT LIEU DE TOUTES AUTRES GARANTIES. IL N'EXISTE AUCUNE GARANTIE IMPLICITE QUANT À L'APTITUDE DU PRODUIT À ÊTRE COMMERCIALISÉ OU APPLIQUÉ À UN USAGE DÉTERMINÉ. Aucune responsabilité ne lie la Société tant que la Société n'a pas été intégralement payée pour tous les produits cités dans le présent document. Aucune personne (y compris tout agent, représentant commercial, concessionnaire ou distributeur) n'a l'autorité d'étendre les obligations de la Société au-delà des termes de cette garantie expresse ou d'établir que les performances du produit sont différentes de celles publiées par la Société. La Société doit recevoir un formulaire d'enregistrement de démarrage pour les produits contenant des compresseurs à moteurs et/ou des chaudières dans les dix (10) jours qui suivent le démarrage initial. Si ceci n'est pas effectué, la date de livraison et la date de démarrage seront considérées comme étant la

même pour la détermination de la période de garantie et cette garantie expirera douze (12) mois à partir de cette date.

11. Exclusions de la garantie : La garantie de la Société définie dans la section 10 ne s'applique pas aux produits ou aux pièces qui (a) ont été ouverts, démontés, réparés ou modifiés par une personne autre qu'un agent de la Société ou d'un centre de service homologué, ou (b) qui ont été soumis à une utilisation à mauvais escient, une négligence, des accidents, des dommages ou un usage ou une réparation abusif ou (c) qui ont été opérés, installés ou démarrés d'une façon contraire aux instructions imprimées de la Société, ou (d) qui ont été fabriqués ou fournis par des tiers et qui n'appartiennent pas de façon intégrante à un produit fabriqué par la Société. Les réfrigérants, les fluides, les huiles et les articles non réutilisables comme les filtres, ne sont pas couverts par cette garantie. Pour considérations complémentaires, la Société fournira une ou des garanties étendues sur certains produits ou composants du produit. Les modalités de la ou des garanties étendues figurent sur un document distinct de garantie étendue.

12. Limitation de responsabilité, indemnité : La responsabilité de la Société concernant le produit vendu comme cité dans le présent document est limitée à la garantie énoncée à la section 10 de la présente et ne peut pas dépasser le coût le moins élevé (a) du coût de réparation ou de remplacement des produits défectueux ou (b) du prix d'achat original de ces produits. EN AUCUN CAS ET SOUS AUCUNE CIRCONSTANCE, LA SOCIÉTÉ NE POURRA ÊTRE TENUE RESPONSABLE DE DOMMAGES ACCESSOIRES, INDIRECTS, SPÉCIAUX, CONSÉCUTIFS OU CORRÉLATIFS, QUE LA THÉORIE JURIDIQUE REPOSE SUR UNE VIOLATION DE CETTE GARANTIE OU DE TOUT AUTRE GARANTIE, DE LA NÉGLIGENCE OU DE LA STRICTE RESPONSABILITÉ DÉLICTELLE.

13. Contrefaçon : À ses propres frais, la Société contestera tout procès pouvant être institué par quiconque contre l'Acheteur pour contrefaçon supposée à tout brevet, marque commerciale ou droit d'auteur des États-Unis en existence à la date de ce contrat, et relative à tout produit vendu cité dans le présent document, fabriqué par la Société, à condition que l'Acheteur (i) ait effectué tous les paiements dus comme indiqué dans la présente, (ii) avise immédiatement la Société par écrit d'un tel procès et transmette immédiatement à la Société tous les actes de procédure et tous les documents judiciaires notifiés par voie de signification qu'il a reçus et (iii) permette à la Société, soit au nom de l'Acheteur soit au nom de la Société, de se porter en défense dans ce procès et donne à la Société tous les renseignements, assistance et autorité lui permettant de le faire. Si, dans un tel procès, ces produits sont jugés comme enfreignant un brevet, une marque commerciale ou des droits de propriété intellectuelle, la Société payera les pénalités finales de dommages et intérêt d'un tel procès dans toute l'étendue attribuable à une telle infraction. Nonobstant ce qui précède, la Société ne peut être tenue responsable pour tout accord à l'amiable effectué sans son autorisation écrite ou pour l'infraction de patentes combinées ou de patentes de procédés couvrant l'usage des produits en combinaison avec d'autres marchandises non fournies ni fabriquées par la Société.

14. Litiges et choix de la loi : Ce contrat et ces modalités et conditions de vente constituent l'accord complet entre la Société et l'Acheteur et seront régis et interprétés par les lois de l'Etat du Minnesota. Toutes les réclamations, litiges,

polémiques relatives à ce contrat ou découlant de ce contrat ou de sa violation, au lieu d'être portées devant un tribunal, seront soumises à un arbitrage, selon les règles d'arbitrages commerciales (Commercial Arbitration Rules) de l'AAA (American Arbitration Association) et tout jugement rendu par l'arbitre ou les arbitres peut être inscrit dans tout tribunal ayant la compétence juridique. Le lieu de l'arbitrage sera Minneapolis, Minnesota, à moins qu'un autre lieu soit accepté par les deux parties. Les parties acceptent que toute partie à l'arbitrage soit autorisée à effectuer un interrogatoire préalable de l'autre partie, comme autorisé par les règles fédérales de procédure civile (Federal Rules of Civil Procedure), à condition toutefois qu'un tel interrogatoire soit terminé dans les quatre (4) mois à partir de la date de déposition de la demande d'arbitrage auprès de l'AAA.

15. Canada: The parties hereto confirm that it is their wish that this contract be drawn in the English language only: les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

Appendix B:
PRODUCT / SERVICES SPECIFICATIONS

While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business. The scope of this RFP shall include but not be limited to the following products and services:

- **HVAC Refrigeration** Type- Rotary, Centrifugal, Scroll, Reciprocating., Absorption
- **Indoor Air Quality Products and Devices** Type- Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.
- **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits
- **Air handling** Type- central station-manufactured or custom makeup air, fan, filter, coil sections
- **Air Terminal Devices and Heating Products** Type-VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors
- **DDC Controls** Type-core components, end devices, lighting, panels
- **Cooling Towers** Type- open, closed, evaporative, other
- **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
- **Invertors**
- **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other
- **HVAC Specialty Products** Type - modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers
- **Equipment Parts and Supplies** Type- manufactured parts, emergency parts service, miscellaneous material and supplies and other
- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other
- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other

- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Energy Services** Type-Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- **Equipment Rentals** Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other
- **Financial Services** Type- leasing, prompt and pre-payment discounts, guaranteed savings and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
- **Site Surveys** Type- Equipment, system analysis, operational, architectural and other

Respondents are requested to provide product forms with detailed description of your product offerings. Provide the minimum information as listed for your product categories on the following classifications of product:

HVAC Refrigeration

- Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating., Absorption)
- Cooling medium (e.g., air, water)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (KW/Ton)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Indoor Air Quality Products and Devices

- Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.)
- Brand Name(s)
- Capacity Range
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Unitary

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
- Brand Name(s)
- Capacity Range
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (EER, SEER, COP)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Air handling

- Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)
- Brand Name(s)
- Fan Types (e.g. Backward incline, Forward curve, airfoil)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Air Terminal Devices and Heating Products

- Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)
- Brand Name(s)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

DDC Controls

- Type (core components, end devices, lighting, panels)Brand Name(s)
- System Protocol (BACnet, LonWorks, Proprietary or Combo)
- LAN Communication Structure (Peer-to-peer, Polling)
- Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
- Third party interface (Drivers and Gateways)
- Remote alarm and message capabilities
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Detail Features & Benefits

Cooling Towers

- Type (e.g., open, closed, evaporative, other)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Pumps

- Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
- Brand Name(s)
- Capacity Range (GPM)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Invertors

- Brand Name(s)
- Capacity Range (HP)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)

- Provide example data on each type of product provided
- Detail Features & Benefits

Boilers & Water Heaters

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Capacity Range (MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

HVAC Specialty Products

- Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Capacity Range (CFM and/or MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Equipment Parts and Supplies

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
- Brand Name(s) stocked
- Location of stocking parts
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Percentage of locally stocked parts to delivered parts
- Detail Features & Benefits

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

Startup & Commissioning Services

- Define process for validation of system or equipment operation to design
- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Service & Maintenance

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
- Define processes for each type of service and/or maintenance of the system or the equipment
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Installation and Turnkey Contracting

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
- Define processes for each type install of the system or the equipment
- Bonding and licensing capabilities
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Warranty Services

- Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
- Define processes for each type of warranty
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Energy Services

- Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)
- Define processes for each type of energy services
- Certifications of personnel
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Equipment Rentals

- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)
- Brands available
- Locations of rental fleet
- Process of accessing rental fleet during disaster event
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Financial Services

- Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)
- Describe type of each funding and availability
- Funding Sources (internal and/or external)
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

Professional Services

- Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other)
- Describe type of each professional service and availability
- Licensing and certification capabilities
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

Site Surveys

- Type (e.g., Equipment, system analysis, operational, architectural and other)
- Describe type of survey
- Licensing and certification capabilities
- Advanced technology uses for each type of survey
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services