



REQUEST FOR PROPOSAL

The City of Texarkana, Texas, will receive sealed proposals at the Purchasing and Contracts Office, 2nd Floor, 220 Texas Blvd., Texarkana, Texas 75501. For the following:

HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES RFP: 19-0000-03

Proposal opening will be at 2:00 p.m., Friday, July 12, 2019 in the 2nd Floor Conference Room next to Purchasing and Contracts, 220 Texas Blvd, Texarkana, Texas 75501. A pre-solicitation conference will begin at 10:00 a.m., Tuesday, July 2, 2019 in the 2nd Floor Council Chambers next to Purchasing and Contracts, 220 Texas Blvd, Texarkana, Texas 75501.

Proposal Documents and Plans will be available on the City's Website <https://www.ci.texarkana.tx.us/346/Purchasing>, Current Bidding Opportunities or email kimberly.russ@txkusa.org.

**REQUEST FOR PROPOSAL
HVAC PREVENTIVE MAINTENANCE AND REPAIR SERVICES
RFP: 19-0000-03**

Date: June 17, 2019

**CITY OF TEXARKANA, TEXAS
PURCHASING & CONTRACTS DEPARTMENT
220 TEXAS BLVD.
TEXARKANA, TX 75501
PH: (903) 798-3923
kimberly.russ@txkusa.org**

PLEASE FILL IN ORGANIZATION NAME AND ADDRESS IN THE SPACE PROVIDED BELOW:

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED RESPONDENT BY SIGNING BELOW CERTIFIES THEY HAVE EXAMINED THE REQUEST FOR PROPOSAL, THE CONTRACT DOCUMENTS (WHICH MAY INCLUDE THE ADVERTISEMENT FOR REQUEST FOR PROPOSALS, PROPOSAL INSTRUCTIONS, PROPOSAL, PROPOSAL DATA, CONTRACT AGREEMENT, PURCHASE ORDER, PERFORMANCE BOND, PAYMENT BOND, STANDARD TERMS AND CONDITIONS, SPECIAL CONDITIONS, SPECIFICATIONS, DRAWINGS, ADDENDA, CHANGE ORDERS, AS WELL AS THE SPECIFICATIONS AND DATA SUBMITTED BY PROPOSER); THAT THEY HAVE MADE ALL EXAMINATIONS OF THE CONTRACT DOCUMENTS AND PROPERTY, WHETHER REAL OR PERSONAL, OF WHICH THIS SOLICITATION IS CONCERNED, AND THAT THEY FULLY AND COMPLETELY UNDERSTAND THE REQUIREMENTS SET FORTH IN THIS REQUEST FOR PROPOSAL AND THE CONTRACT DOCUMENTS. BY SIGNING BELOW, THE UNDERSIGNED RESPONDENT REPRESENTS THEY ARE AUTHORIZED TO BIND THE COMPANY AND BY SIGNATURE THEY ARE SIGNING A BINDING CONTRACT WHICH INCLUDES ALL THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Signature: _____

Title: _____

Print Name: _____

Date: _____

RETURN THIS ENTIRE DOCUMENT WITH YOUR PROPOSAL

STANDARD TERMS AND CONDITIONS

1. **APPLICATION:** These standard terms and conditions shall apply to all City of Texarkana, Texas (hereafter referred to as "City") solicitations and procurements, unless specifically excepted in the solicitation specifications or additional documents negotiated by the parties prior to formal award.
2. **REQUIREMENTS:** By submitting proposals, respondent agrees to provide the City with the agreed upon services and/or goods described in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications, any subsequent addendums issued prior to the date of the opening, and any negotiated terms subsequent to the acceptance of submissions.
3. **REQUEST FOR PROPOSALS:** Request for Proposals may be submitted in person or by mail as follows:
 - (a) Submit Request for Proposals via mail to P. O. Box 1967, Texarkana, Texas 75504.
 - (b) Proposals must be sealed and clearly labeled with your company name, the proposal name, and the proposal number.
 - (c) To submit a request for proposal via mail, all documents must be returned and an original signature provided on the proposal.
 - (d) Request for Proposal will not be accepted in either format without a signature.
 - (e) The City is not responsible for mail service.

All respondents understand and agree that the respondent's Request for Proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

4. **LEGAL COMPLIANCE:** Respondent must comply with all Federal, State and Local law, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.
5. **ESTIMATED QUANTITIES:** If the solicitation indicates estimated quantities, such quantities are estimated only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.
6. **MODIFICATIONS AND ADDENDUMS:** The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential respondents, but failure to notify shall impose no liability or obligation on the City. **It is the respondent's responsibility to check for any addenda.** Addenda will be posted to the City's website at <https://www.ci.texarkana.tx.us/346/Purchasing>.

All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Respondents are responsible for incorporating any and all modifications and addendums into their submissions.

7. **CONTRACT/SOLICITATION DOCUMENTS:** It is understood and agreed that the Advertisement for Solicitations, Instructions to Bidders, proposal, proposal data, Contract Agreement, Purchase Order, Performance Bond, Payment Bond, Standard

Terms and Conditions, Special Conditions, Specifications, Drawings, Addenda, and Change Orders issued by City, and specifications and data furnished by respondent and accepted by City, are the Contract or Solicitation Documents and by executing the Request for Proposal, respondent agrees to be bound by the terms and conditions of the Contract/Solicitation Documents. Reference to Contract Documents, Solicitation Documents or Proposal Documents shall have the same meaning.

8. **INTERPRETATION OF SOLICITATION DOCUMENTS:** The City is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Respondents are encouraged to seek clarification, before submitting a proposal, of any portion of the proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing. By submission, respondent is representing that he/she has read and fully understands the specifications and requirements of the solicitation documents. Respondent, by signature, declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the Request for Proposal and is a part of this solicitation, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the solicitations are opened.
9. **LATE SUBMISSIONS:** Submissions must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late submissions and is not responsible for the lateness or non-delivery of submissions by the Postal Service or any private delivery firm.
10. **MINOR IRREGULARITIES:** The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted proposals.
11. **RESPONSIVENESS OF SUBMISSIONS:** The City wants to receive competitive proposals but will declare as being non-responsive submissions that fail to meet significant requirements outlined in the solicitation documents.
12. **REQUEST FOR NON-CONSIDERATION OR WITHDRAWAL OF SUBMISSIONS:** Request for Proposal deposited with the City may be withdrawn prior to the time set for opening Request for Proposals. Request for non-consideration of Request for Proposal must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening Request for Proposals. Once a submission has been withdrawn, it can no longer be considered. After other Request for Proposals are opened and publicly read, the proposal for which non-consideration is properly requested may be returned unopened. The proposal may not be withdrawn after the Request for Proposals have been opened, and the respondent, in submitting the same, warrants and guarantees that this Request for Proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such Request for Proposal will not and cannot be withdrawn because of any mistake committed by the respondent.
13. **DISQUALIFICATION OF RESPONDENT:** The City may disqualify respondents, and their proposals will not be considered, for any of the following reasons:
 - (a) Reason for believing collusion exists among respondents;
 - (b) Respondent being in arrears or default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price solicitation or agreed upon;
 - (c) Respondent's lack of financial stability;
 - (d) Any factor concerning the respondent's inability to provide the quantity, quality, and timeliness of services specified in the solicitation;
 - (e) Respondent is involved in a current or pending lawsuit with the City;

- (f) Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded;
- (g) Respondent's attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and
- (h) Respondent's attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.

14. **COST OF SUBMISSIONS:** The cost of submitting proposals shall be borne by the respondent. The City will not be liable for any costs incurred by a respondent associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any solicitation, quotation, or proposal.

15. **BOND:** All proposals on projects in the amount of \$50,000 or more must include a Bid Bond based on 5% of your solicitation total. A Payment Bond (in the full amount of your winning award) and insurance will be required of the respondent awarded the solicitation. Please factor these costs into your proposal.

An Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award. See the Specifications for detailed insurance requirements.

16. **AWARD:** The City reserves the right to accept or reject any and all proposals in whole or in part and waive any minor technicality and enter into any contract deemed to provide the best value to the City. The City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire solicitation.

17. **PERMITS:** The successful respondent is responsible for obtaining any and all City permits when the project requires.

18. **DELIVERY:** The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If an order is given and the respondent fails to furnish the materials or services by the guaranteed date, the City reserves the right to cancel the order without liability on its part.

19. **DELIVERY DATE:** The delivery date is an important factor to the City and may be required to be a part of each Request for Proposal. City considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever respondent encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), respondent shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

20. **FAILURE TO DELIVER SERVICES:** If a respondent is unable to deliver the quantity or quality of specified services or is unable to deliver within a time period agreed upon prior to award, the City shall be authorized to purchase from any other available, source, consistent with State of Texas Procurement statutes.

21. **TAXPAYER IDENTIFICATION:** Respondents must provide the City a current W-9 "Request for Taxpayer Identification and Certification" before services can be procured from the respondent.
22. **TAXES:** The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a respondent's invoice, they will not be paid. Additionally, respondents cannot use the City's tax exemption status to purchase goods or services related to this solicitation.
23. **PAYMENT:** Payment for all undisputed invoices will be made net 30 days after the invoice is received by the City.
24. **OUTSTANDING LIABILITIES:** Respondents shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Submissions will be considered non-responsible and not given further consideration if submitted by a respondent with such outstanding liabilities.
25. **OFFSET:** The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a respondent, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
26. **INDEPENDENT CONTRACTORS:** It is expressly agreed and understood by both parties that the City is contracting with successful respondent as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful respondent, and the successful respondent has no authority to bind the City.
27. **GOVERNING LAW AND VENUE:** All proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City, and the laws and court decisions of the State of Texas. Venue shall be in Bowie County, Texas.
28. **CONTROLLING DOCUMENTS:** In the case of a discrepancy between the solicitation and the formal contract, the formal contract will prevail and control.
29. **ASSIGNMENT:** Respondent shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City's purchasing manager. Assignment of the contract, if approved by the City, shall not relieve the respondent's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.
30. **TERMINATION:** City shall have the right to terminate and cancel this contract if one of the following conditions occurs, notice of default is given to the respondent by the City's purchasing manager, and the respondent continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default:
 - (a) The work to be done under the contract is abandoned by respondent;
 - (b) The contract is assigned without the written consent of City;
 - (c) The respondent is adjudged bankrupt or files for voluntary bankruptcy;
 - (d) A general assignment of assets is made for the benefit of creditors;
 - (e) A receiver is appointed for the respondent;
 - (f) It is determined that the performance of work under this contract is being unnecessarily delayed;

- (g) The respondent violates any conditions of this contract;
- (h) The respondent executed any condition of this contract in bad faith or otherwise not in accordance with the terms of the contract;
- (i) The work is not substantially completed within the time named for its completion or within the time to which such completion date may have been extended;
- (j) Notwithstanding the above, the City may also cancel a contract for convenience and without cause with thirty days written notice.
- (k) In any cancellation of contract, the City will pay the respondent for any and all undisputed amounts for services provided and accepted up to and including the date of termination.

31. **INDEMNIFICATION:** Respondent is solely responsible for and shall defend, indemnify, and hold the City, its representatives, agents, appointees, volunteers, or employees free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, or death of any person or any damage or injury to or destruction of real or personal property including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of respondent, any contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to respondent, its agents or employees, whether occasioned by respondent or its employees, the owner or his/her employees, or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

32. **FUNDING:** State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

33. **SOLICITATION RESULTS:** The City normally posts solicitation results online by the end of the next business day after projects are awarded. The City's web site is www.ci.texarkana.tx.us. Results are on the Purchasing solicitation page, in the same place as the original solicitation documents. In the case of Request for Proposal, only the names of the respondents are listed. Results are for informational purposes only and are not a notice of award.

34. **INTERPRETATION:** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

35. **NO WAIVER:** Neither the inspection by the City or any of its officials, employees, agents, nor any order by the City for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City or its employees, nor any action of the City shall operate as a waiver of any provision of the Contract Documents, or of any power herein reserved to the City, or of any right to damages herein, nor shall any

waiver of any breach in the Contract Documents be held to be a waiver of any other or subsequent breach.

36. **LIQUIDATED DAMAGES:** The time of completion is of the essence of the Contract Documents. Unless otherwise specified in the Contract Documents or advised by written order of the City, respondent shall begin work within 10 days after the date of the Contract Documents. The work shall be completed in accordance with the schedule provided and shall be 100% complete within 60 calendar days from the date of the Notice to Proceed.

The City and respondent recognize that the calculation of damages caused by failure to complete within the contract time are difficult to assess and hereby agree that liquidated damages shall be assessed respondent at the rate of \$300 per calendar day for each day respondent is late in completing the work under the Contract Documents.

It is understood that the foregoing constitutes an agreement as to a minimum amount of damages only for failure to complete the work within the specified time. Should the City suffer damages over and above the amount specified above for any failure or negligence on respondent's part, other than failure to complete the work within the specified time, the City may recover such additional amount.

38. **DISPUTE RESOLUTION:** If a dispute arises between the parties relating to rights, duties, or obligations arising out of the Contract Documents, the parties agree to the following dispute resolution procedures:

- (a) A meeting shall be held promptly between the parties or their designated representatives to attempt in good faith to informally negotiate a resolution of the dispute. Such negotiations may include one or both parties securing legal counsel or consultants who may participate in the negotiation.
- (b) If resolution is not readily achieved by informal negotiations, the parties may agree to select a neutral third party ("NTP") to assist in resolution of the dispute. The NTP shall promptly convene a private meeting with all representatives of the parties to hear the parties' positions and render oral recommendations for resolution of the dispute. The recommendations of the NTP shall not be binding on any party. By separate written agreement, the parties may further define the role of the NTP and may expand the NTP to consist of a team of persons possessing the necessary expertise. Use of the NTP is voluntary. No party will be deemed to be in breach of the Contract Documents solely because of a refusal to utilize a NTP.
- (c) If resolution is not achieved by informal negotiations, the dispute shall be settled by mandatory arbitration in accordance with and governed by Texas state law. Each party shall select a disinterested representative; then the parties' respective shall choose a third person; and the three persons shall then comprise the "arbitration panel" with authority as provided under Chapter 171 of the Texas Civil Practice and Remedies Code. The arbitration panel shall then determine the matter in dispute, which determination shall be binding on both parties. Neither federal law nor the provisions of the Federal Arbitration Act shall apply to any arbitration required by this Contract.
- (d) At all times during the course of any dispute resolution, the parties shall continue diligently and without delay to perform their respective obligations of the Contract.

- (e) Each party shall pay its own costs and expenses, including attorney's fees, incurred during any facet of dispute resolution procedures outlined above. The fees and expenses of the NTP and arbitration panel shall be divided equally between the parties.

39. **NOTICE:** Any and all notices required pursuant to the terms of this Agreement shall be sent to the following:

As to City:

City of Texarkana, Texas
Attn: Kimberly Russ
Address: P. O. Box 1967
Texarkana, Texas 75501
Email: kimberly.russ@txkusa.org

As to respondent:

Name: _____

Attn: _____

Address: _____

Email: _____

All notices, demands or communications required in accordance with the terms of this agreement, shall be sent by registered or certified mail, return receipt requested, by nationally recognized overnight courier service with notice effective five days after deposit in the mail or delivery to the courier service, or by email sent to the email address designated by the parties effective upon receipt of a delivery notice. The notices shall be sent to the addresses set forth above unless otherwise designated, in writing, by the parties.

40. **PROTECTION OF WORK AND PROPERTY:** Respondent shall be responsible for and shall bear any and all risk of loss of, or damage to work in progress, all materials delivered to the site and all materials, tools, and equipment until completion and final acceptance of the work to be performed under this contract.

41. **OPEN RECORDS:** Submissions do not become public record until an award is made. Trade secrets and other material considered confidential by the respondent should be clearly marked as such. If a request is made under the Texas Open Records Act (the "Act") to inspect information designated as trade secret or confidential in a solicitation, the City will forward the appropriate documents to the Attorney General of Texas who will contact the respondent to request sufficient written reasons and information as to why the information should be protected from disclosure. Upon review of the respondent's response the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly. The City has made no representation as to whether any information submitted by respondent to the City is excepted from required disclosure under the Act.

42. **CONFLICT OF INTEREST DISCLOSURE:** Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed by respondents or potential respondents to local government entities. The requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

A local government entity includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or governing body of a municipality. A local government officer means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

Companies and individuals who contract, or seek to contract, with the City of Texarkana, Texas and its agents (including employees involved in the business with the entity) must file with the City Secretary's Office at 220 Texas Blvd., Room 102, Texarkana, Texas 75501 a Conflict of Interest Questionnaire that describes, among other things, affiliations or business relationships with the City officers, or certain family members or other businesses of the City officer, and certain employees or other contractors of the City with which such persons do business. These requirements are in addition to any other disclosures required by law. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

43. **HB 1295 DISCLOSING INTERESTED PARTIES TO A CONTRACT:** House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Texarkana Purchasing & Contract Management Department. Once the form is received by the Purchasing and Contract Management Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

44. **ANTI-LOBBYING PROVISION:** During the period between the proposal closing date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their solicitation with any member of the

Texarkana, Texas City Council or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City. This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff.

45. PREVAILING WAGE RATES:

- 45.1 Bidders are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates, with respect to the payment of prevailing wage rates for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project
- 45.2 A worker employed on a public work by or on behalf of the City shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- 45.3 The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022.
- 45.4 It shall be the responsibility of the successful respondent to obtain the proper wage rates for Bowie County, Texas from the U.S. Department of Labor web site for the type of work defined in the solicitation specifications.

46. PAYMENT & FILING OF PAYROLLS (Federally Funded Projects Only):

- 46.1 The contractor and each of his subcontractors shall pay each of his/her employees engaged in work on the project under this contract in full (less mandatory legal deductions) in cash, or by check readily cashable without discount, not less often than once each week.
- 46.2 The Contractor and each of his subcontractors engaged at the site of the work shall not later than the seventh day following the payment of wages, file with the Owner's Representative, or Engineer, a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, his classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll, that no rebates or deductions (except as shown) have been made or will in the future be made from the wages paid as shown thereon.
- 46.3 The Contractor must classify employees according to one of the classifications set forth in the schedule of general prevailing rate of per diem wages per the U.S. Department of Labor. The Contractor shall forfeit as a penalty to the City on whose behalf this contract is made, sixty dollars (\$60) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the wages assigned to his particular classification as set forth in the schedule of general prevailing rate of per diem wages per the U.S. Department of Labor.

PROPOSAL INSTRUCTIONS

1. PROPOSAL DELIVERY, TIME & DATE

- 1.1 The City of Texarkana, Texas will receive written proposals until **2:00 p.m. CST, Friday, July 12, 2019** at the office of the Purchasing Manager listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the proposer. Proposals must be addressed to:

Physical Address:

Purchasing Manager
City of Texarkana, Texas
220 Texas Blvd
Texarkana, Texas 75501

Mailing Address:

Purchasing Manager
City of Texarkana, Texas
P.O. Box 1967
Texarkana, Texas 75504

- 1.2 The City reserves the right to postpone the date and time for accepting proposals through an addendum.

2. PRE-SOLICITATION MEETING

- 2.1 For the purpose of familiarizing respondents with the requirements, answering questions, provide site visitations and issuing addenda as needed for the clarification of the Request for Proposal (RFP) documents, a pre-solicitation meeting will be held at **10:00 a.m. CST, Tuesday, July 2, 2019** in the 2nd floor Council Chambers located at City Hall, 220 Texas Blvd., Texarkana, Texas. All persons attending the conference will be asked to identify themselves and the prospective respondent they represent.
- 2.2 It is the respondent's responsibility to attend the pre-solicitation meeting. The City will not be responsible for providing information discussed or arrange site visitations to those not attending.

3. ADDENDA & MODIFICATIONS

- 3.1 Any changes, additions, or clarifications to the RFP are made by addendum and will be posted on the City website at:

<https://www.ci.texarkana.tx.us/346/Purchasing>

under the Current Bidding Opportunities heading. It is the respondent's responsibility to check for any Addenda.

- 3.2 Any respondent in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Purchasing and Contracts Department. At the request of the respondent, or in the event the Purchasing and Contracts Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing and Contracts Department. Such addendum issued by the Purchasing and Contracts Department will be sent to all respondents receiving the original Request for Proposal (RFP) and will become part of the solicitation package having the same binding effect as provisions of the original solicitation. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City, Purchasing and Contracts Department no later than five (5) days prior to the solicitation closing date. Emails will be accepted at kimberly.russ@txkusa.org.
- 3.3 All addenda and interpretations of this solicitation shall be in writing. The City shall not be legally bound by any addenda or interpretation that is not in writing.

Only information supplied by the City in writing or in this RFP should be used in preparing solicitation responses. All contacts that a respondent may have had before or after receipt of this RFP with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this solicitation should be disregarded in preparing responses.

- 3.4 The City does not assume responsibility for the receipt of any addendum sent to respondents.
- 3.5 A copy of all addenda issued must be signed and returned with your solicitation.

4. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 4.1 Each respondent shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 4.2 Before submitting a proposal, each respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the proposer from the obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.
- 4.3 To facilitate the clarification of requirements, please direct all questions concerning this RFP to Kimberly Russ, Interim Purchasing Manager, by way of email to kimberly.russ@txkusa.org. Responses to questions, if any, will be posted on the City's website. The deadline for any questions will be **Sunday, July 7, 2019 at 4:00 p.m.**

5. SOLICITATION SUBMITTALS

- 5.1 Issuance of this RFP does not commit the City, in any way, to pay any costs incurred in the preparation and submission of a proposal, nor does it obligate the City to enter into contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the respondent.
- 5.2 Each proposal is to be submitted by the date and time indicated. Additional copies may be requested by the City if deemed necessary.
- 5.3 All proposals must include this RFP and any subsequent addenda. Proposals must be submitted on the Proposal Form and the respondent must sign and date their proposal in the space provided. Identify the item proposed, including brand name and model number, if applicable. Enter unit price and extended cost days in the columns provided. In the event of discrepancies in extension, the unit price shall govern.
- 5.4 The City is exempt from Federal Excise, State Sales and Transportation taxes. Tax must not be included in this proposal. Tax exemption certificates will be executed upon request.
- 5.5 Any information regarding warranties and/or maintenance agreements pertaining to said proposal item(s) are to be included in the proposal.
- 5.6 Proposals will not be considered unless proposal is F.O.B. delivered and includes all delivery and packaging costs. The number of calendar days required to place the materials in the City's receiving point under normal conditions must be shown on the Proposal Form. Failure to indicate delivery days on the Proposal Form will obligate respondent to complete delivery in two weeks. A minimum of five days better delivery will automatically break a tie proposal. Unrealistically short or

undue long delivery promises may cause proposal to be disregarded. Consistent failure of a respondent to meet delivery promises without a valid reason may cause removal from the proposal list.

- 5.7 Proposal prices must be firm for a minimum period of sixty (60) days. Proposals subject to price increases will not be considered.
- 5.8 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by respondents shall become the property of the City when received.

6. LICENSES, PERMITS, TAXES

- 6.1 The price or prices included in this proposal shall include full compensation for all taxes, permits, etc. that the respondent is or may be required to pay.

7. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

- 7.1 The City hereby notifies all respondents that in regard to any contract entered into pursuant to this RFP; Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 7.2 A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

8. SPECIFICATIONS

- 8.1 Any catalog, brand name or manufacturer's reference in the specifications is descriptive and not restrictive and is used to indicate type and quality level desired. Bids on brands of like nature and quality may be considered unless specifically excluded.
- 8.2 If responding on other than reference or specifications, proposal must show the manufacturer, brand, trade name, catalog and/or lot number, etc., on the article offered and certify the article offered is equivalent to specifications. If other than the specified brand of item is offered, specifications, catalog sheets, illustrations and complete descriptive literature must be submitted with proposal.
- 8.3 Minor deviations from written specifications shall not necessarily disqualify a respondent's proposal. The City will be the sole determiner of what constitutes a minor deviation.
- 8.4 The City may deem it necessary to specify Approved Brands after conclusive testing, prior usage or standardization. The City may test any sample(s), supplied free of charge, to qualify for the Approved Brand list. Each sample must be marked with respondent's name and address. At respondent's request and expense, the sample(s) not destroyed or used in examinations and testing will be returned.
- 8.5 When specifications call for samples to be submitted, samples shall be delivered by the respondent, at respondent's expense, five days prior to the opening of proposals. Each sample shall be clearly tagged to show respondent's name and address and proposal number.

9. AWARD

The City reserves the right to accept or reject any and all proposals in whole or in part and waive any minor technicality and enter into any contract deemed to provide the best value to the City. The City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire proposal.

- 9.1 The contract may be awarded either to the lowest responsible respondent or to the respondent who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider:
- (a) The purchase price;
 - (b) The reputation of the respondent and of the respondent's goods or services;
 - (c) The quality of the respondent's goods or services;
 - (d) The extent to which the goods or services meet the City's needs;
 - (e) The respondent's past relationship with the City;
 - (f) The impact on the ability of the City to comply with laws and rules relating to contracting with Historically Underutilized Businesses and non-profit organizations employing persons with disabilities;
 - (g) The total long-term cost to the City to acquire goods or services; and
 - (h) Any relevant criteria specifically listed in the Request for Proposal.
- 9.2 All proposals are evaluated for compliance with specifications before the proposal price is considered. Failure to comply with the listed Standard Terms and Conditions may result in disqualification of proposal.
- 9.3 In case of tie proposals, preference will be given to local respondents.
- 9.4 Any contract made, or purchase order issued, as a result of this Request for Proposal, shall be entered into in the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.
- 9.5 Responsible Contractor Criteria: The City shall consider only responsible contractors. Responsible contractors are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible contractor.
- 9.6 PROPOSAL SCORING - Proposals will be evaluated by a team from user departments not to include Purchasing. Proposal scoring will be as follows:
- A. Qualifications - 30 maximum Points
 - B. Cost - 70 maximum Points

III. INTENT

It is the intent and purpose of the City that this request permits competitive proposals. It shall be the respondent's responsibility to advise the City if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the City, Purchasing and Contracts Department no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.

IV. LIMITATION OF LIABILITY

Neither Party hereto shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential or special damages excluding fines and penalties levied by the regulatory agency, even if caused by the sole or concurrent negligence of a party, whether active or passive, and even if advised of the possibility thereof. Nothing herein shall be construed as creating any personal liability on the part of any board member, any officer, employee or agent of the City.

V. SPECIFICATIONS FOR PREVENTATIVE MAINTENANCE AND UNIT PRICE CONTRACTING OF HVAC SERVICES

1. SCOPE:

The City of Texarkana, Texas desires to enter into fixed price contracts for HVAC preventative maintenance and contractually retain qualified contractors to perform unit price contracting of miscellaneous mechanical (HVAC) repairs and services for the term of the contract. The term of the contract shall be for one year with options to renew for four additional one-year terms.

- 1.2 No adjustments in labor rates or overhead & profit percentages being proposed will be allowed on work awarded during the annual contract period. Any future fluctuation in the labor market and/or overhead & profit calculations should be taken into consideration by the respondent.
- 1.3 Attached to this document is an inventory of locations and types of equipment located at these facilities. This information is provided as a guide to help respondents determine preventative maintenance pricing. The City does not guarantee the accuracy or completeness of this inventory. The Parks Maintenance Supervisor will be available to perform a site tour immediately after the scheduled pre-solicitation meeting. The successful respondent will be required to update this inventory listing as part of the contract.

2. CONTRACTOR QUALIFICATIONS:

- 2.1 Contractor and/or HVAC technician shall maintain a current Class A State of Texas Air Conditioning and Refrigeration Contractor License.
- 2.2 Contractor shall have been in the commercial HVAC business for a minimum of five years and have available a minimum work force of three HVAC technicians with universal refrigerant handling certification and a minimum of five years commercial HVAC experience. Technicians' helpers shall have a minimum of one year of commercial HVAC experience and be certified to perform work requiring certification.
- 2.3 Contractor shall provide documentation of license and commercial experience for technicians and helpers with proposal response.
- 2.4 Contractor shall provide documentation of experience and/or certification with Freon and Dextron units and three years minimum experience for working on large chillers like those located at the Perot Theatre and Southwest Recreation Center.
- 2.5 Contractor shall have a minimum five years of recent documented experience in maintenance and repair of commercial chillers.
- 2.6 Before being awarded a contract, the contractor submitting the "best value" to the City shall submit such evidence as may be required to establish their financial responsibility, experience, and possession of such equipment and tools as may be needed to perform all work in a timely, safe and satisfactory manner. If the contractor fails to produce evidence satisfactory to the City on any of the foregoing points, they may be disqualified and the work awarded to contractor meeting such requirements.

3. PERFORMANCE REQUIREMENTS:

- 3.1 Contractor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services.
- 3.2 Contractor shall provide qualified technicians to perform various duties as directed by the authorized City representative.
- 3.3 Technicians shall contact the authorized City representative upon arrival at job site and complete a Unit Price Quotation Form prior to beginning work.
- 3.4 Quotations for Individual Unit Price Projects:
 - 3.4.1 Quotations shall be written on the Unit Price Quotation Form included in this proposal showing a breakdown on the contract unit prices for labor, overhead and profit.
 - 3.4.2 All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
 - 3.4.3 If there is a change to the project that affects the quotation, a revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the department representative for that project. Extra work shall not proceed until authorized by the departmental representative.
 - 3.4.4 A Unit Price Quotation Form, signed by the departmental representative shall serve as the Notice to Proceed.
- 3.5 Contractor shall leave the work area clean and free of materials, debris, and contractor equipment to the satisfaction of the authorized City representative.
- 3.6 Contractor shall clean, repair or replace any item damaged by the vendor or its subcontractors(s) during the performance of the service to the satisfaction of the City, and at no additional cost to the City.
- 3.7 Each project shall be invoiced separately and shall include job location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
- 3.8 Contractor will obtain all permits, at own expense, for inspections, tests, and other services required for completion of work.

4. PERFORMANCE WARRANTY:

Work performed under the contract shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical and Unified Building and Plumbing codes. The contractor shall guarantee any defects in workmanship, and shall satisfactorily correct, at no cost to the city, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by the City of Texarkana, Texas.

5. MATERIAL WARRANTY:

Parts furnished under this contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. The warranty period for vendor provided materials shall be for a period of one year after completion of the installation. The warranty period shall commence upon date of acceptance by the City.

6. PREVENTIVE MAINTENANCE SHALL INCLUDE THE FOLLOWING:

Provide Semi-Annual Pre-Heat and Pre-Cooling inspections on all equipment located at the sites listed per manufacturers requirements.
Provide Annual Inspection and any required operation inspections on boilers.
Provide one Annual Inspection of Exhaust Fans.

Provide One Annual Inspection of Space Heaters.
Make recommendations.
Leave service report on all equipment inspected at each site.
The City shall provide all filters.

PRE-SEASON COOLING:

Check compressor for proper refrigerant charge
Check for excessive vibration
Check and record current draw
Measure temperature differential across cooling coil
Check contactors and connections for pitting and burning
Check safety controls
Change air filters
Clean condenser and evaporator coils regardless of condition.
Adjust and replace belts as needed. All belts shall be replaced every three years,
minimum.
Check condition of drive belt (s)
Lubricate motors and bearings, as applicable
Check motor mounts
Clean condensate drain pan and drain
Check space thermostats and calibrate as required
Check time settings of time clocks/clock thermostats

PRE-SEASON HEATING:

Check burner operation
Check operating and safety controls
Check heat exchanger visually for corrosion, cracks and soot build-up
Remove accumulated dirt from bottom of unit
Check condition of drive belt (s)
Lubricate motors and bearings, as applicable
Change air filters
Check motor mounts
Check space thermostats and calibrate as required
Check time settings of time clocks/clock thermostats

7. **The City reserves the right to request competitive quotes from other contractors if the cost to remove and replace any equipment exceeds five thousand dollars (\$5,000).**

Best Value Questionnaire

In accordance with the enclosed terms and conditions the City will award this contract based on "Best Value" criteria. Respondents shall answer the following questions and submit with their proposal. Failure to do so may result in disqualification.

1. How long has your firm been in the HVAC business? _____ Years.

2. Attach a list of your HVAC technicians and helpers with job titles, licenses, responsibilities and years of experience as they relate the requirements of this proposal document.

3. How long do you warrant a project? _____

4. List any special skills, qualifications, experience or equipment that uniquely qualifies your company for this contract.

5. Will you credit trip charges if your company performs the work? _____

6. Will you credit diagnostic charges if your company performs the work? _____

7. Bidders shall provide copy(s) of their Class A State of Texas Air Conditioning & Refrigeration Contractor License.

8. List HVAC manufacturer(s) your company represents? _____

9. List at least 3 references that have operational chillers that you have performed regular maintenance and repair in the past 5 years. Provide business names, addresses, phone numbers and contact information.

10. Attach a copy of your current liability and workers' compensation insurance certificate of coverage to your proposal submittal.

SAFETY RECORD QUESTIONNAIRE

The City of Texarkana City Council desires to avail itself of the benefits of Section 252.0435 of the Local Government Code and consider the safety records of potential contractors prior to awarding proposals on City contracts. Pursuant to Section 252.0435 of the Local Government Code, City of Texarkana has adopted the following written definition and criteria for accurately determining the safety record of a respondent prior to awarding proposals on City contracts.

The definition and criteria for determining the safety record of a respondent for this consideration shall be:

The City of Texarkana shall consider the safety record of the respondents in determining the responsibility thereof. The City may consider any incidents involving worker safety or safety of the citizens of the City of Texarkana, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the respondent for violations of OSHA regulations within the past three (3) years.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted from bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the respondent and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of respondent and the citizens of the City of Texarkana.

In order to obtain proper information from respondents so that City of Texarkana may consider the safety records of potential contractors prior to awarding proposals on City contracts, City of Texarkana requires that respondents answer the following three (3) questions and submit them with their proposals:

QUESTION ONE

Has the respondent, or the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO _____

If the respondent has indicated YES for question number one above, the respondent must provide to City of Texarkana, with its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of

offense, if any, and penalty assessed.

QUESTION TWO

Has the respondent, or the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____ NO _____

If the respondent has indicated YES for question number two above, the respondent must provide to City of Texarkana, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the respondent, or the firm, corporation, partnership, or institution represented by respondent, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted from serious bodily injury or death?

YES _____ NO _____

If the respondent has indicated YES for question number three above, the respondent must provide to City of Texarkana, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF BOWIE

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire shall be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature: _____

Title: _____

Print Name: _____

Date: _____

LIST OF SUB CONTRACTORS

	Name	Location	Service Provided
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signature: _____

Title: _____

Print Name: _____

Date: _____

**THIS FORM SHALL BE COMPLETED AND RETURNED ALONG WITH YOUR PROPOSAL. IF NO
SUB-CONTRACTORS WILL BE USED PLEASE INDICATE SO.**

City of Texarkana, Texas

Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

CompanyName: _____

Signature: _____

Title: _____

Print Name: _____

Date: _____

LIABILITY INSURANCE REQUIREMENTS

Prior to the award of this contract by the City and before commencing work, the successful respondent shall be required, at his own expense, to furnish the City of Texarkana, Texas, within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the City, and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

(a) Commercial General Liability (CGL) insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. CGL shall include coverage for:

1. Premises/Operations
2. Products Completed Operations
3. Personal Injury

(b) Workers Compensation insurance at statutory limits.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful respondent may maintain reasonable and customary deductibles, subject to approval by the City.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$500,000 per occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful respondent shall specifically endorse applicable insurance policies as follows:

- (1) The City shall be named as an additional insured with respect to general liability.
- (2) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.
- (3) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
- (4) All insurance policies shall be endorsed to the effect that the City will receive at least 10 days' notice prior to cancellation, non-renewal or termination of the insurance.
- (5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

- 1) A financial rating of A: VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.

- 2) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

- 1) The insurance set forth by the insurance company are underwritten on forms, which have been approved by the Texas State Board of Insurance.
- 2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- 3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

CONTRACTOR SHALL:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

WORKERS' COMPENSATION COVERAGE REQUIREMENT

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment and materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers' Compensation Commission at 512-305-7238 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage. and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;
 - (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within (ten) 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

	Description	Quantity	Unit	Unit Cost	Total
1	Licensed HVAC Technician – Regular Hours	150	Hrs	\$	\$
2	Licensed HVAC Technician – Overtime Hours	5	Hrs	\$	\$
3	Technician Helper – Regular Hours	100	Hrs	\$	\$
4	Technician Helper – Overtime Hours	5	Hrs	\$	\$
5	Service Trip Charge If waived enter zero "0"	25	Each	\$	\$
6	Diagnostic Charge If waived enter zero "0"	25	Each	\$	\$
7	Material (Cost plus %) \$0 - \$500 Enter Percentage: ____%. For Bidding purposes \$500 will be used	\$500	__%		\$
8	Material (Cost plus %) over \$500 Enter Percent: ____%. For Bidding purposes \$2000 will be used	\$2000	__%		\$
9	Preventative Maintenance, Spring and Fall, Public Works & Engineering Building 919 Elm Street	2	Each	\$	\$
10	Preventative Maintenance, Spring and Fall, Fleet Services Building 923 Elm Street	2	Each	\$	\$
11	Preventative Maintenance, Spring and Fall, Street Maint. Building 901 Oak Street	2	Each	\$	\$
12	Preventative Maintenance, Spring and Fall, Sign and Signal Building 921 Spruce Street	2	Each	\$	\$
13	Preventative Maintenance, Spring and Fall, Parks Administration Building 3124 Texas Blvd.	2	Each	\$	\$
14	Preventative Maintenance, Spring and Fall, Central Fire Station #1 524 W. 3 rd Street	2	Each	\$	\$
15	Preventative Maintenance, Spring and Fall, Richmond Road Fire Station #3. 5706 Richmond Rd.	2	Each	\$	\$
16	Preventative Maintenance, Spring and Fall, Summerhill Fire Station #4. 4315 Summerhill Rd.	2	Each	\$	\$
17	Preventative Maintenance, Spring and Fall, Kenwood Fire Station #5. 306 S. Kenwood Rd.	2	Each	\$	\$
18	Preventative Maintenance, Spring and Fall, Lake Drive Fire Station #7. 3101 S. Lake Dr.	2	Each	\$	\$
19	Preventative Maintenance, Spring and Fall, Health Department. 902 W. 12 th	2	Each	\$	\$

	Description	Quantity	Unit	Unit Cost	Total
21	Preventative Maintenance, Spring and Fall, Southwest Center Recreation Building. 3222 W. 7 th St.	2	Each	\$	\$
22	Preventative Maintenance, Spring and Fall, Texarkana Public Library, 600 W. Third St.	2	Each	\$	\$
23	Preventative Maintenance, Spring and Fall, Collins Building (Senior Citizen). 3000 Texas Blvd.	2	Each	\$	\$
24	Preventative Maintenance, Spring and Fall, Spring Lake Park, George Dobson Field Building.	2	Each	\$	\$
25	Preventative Maintenance, Spring and Fall, Spring Lake Park, Swanger #6 Field, Huggins Concession Building.	2	Each	\$	\$
26	Preventative Maintenance, Spring and Fall, Spring Lake Park, Swanger Complex, Main Concession Building.	2	Each	\$	\$
27	Preventative Maintenance, Spring and Fall, Wallace Park, Shop Building. 3315 Leopard Dr.	2	Each	\$	\$
28	Preventative Maintenance, Spring and Fall, Wallace Park, Softball Concession Building. 3315 Leopard Dr.	2	Each	\$	\$
29	Preventative Maintenance, Spring and Fall, Wallace Park, Soccer Concession Building. 3315 Leopard Dr.	2	Each	\$	\$
30	Preventative Maintenance, Spring and Fall, City Hall Building and Annex for Building Maintenance Office. W. 3 rd & Texas Blvd.	2	Each	\$	\$
31	Preventative Maintenance, Spring and Fall, SOTC, 1420 S. Park Rd	2	Each	\$	\$
	TOTAL			\$	\$

**UNIT PRICE QUOTATION/NOTICE OF APPROVAL
HVAC SERVICES**

DATE: _____

TO DEPARTMENT REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

Contractor	Rate	No. Hours	Total \$ Amount
Licensed HVAC Technician			
Technician Assistant			
Diagnostic Charge			
Service Charge			
Other			
Total Labor			

EQUIPMENT AND MATERIAL COSTS

Item	Cost	% O. & P.	Total \$ Amount
Total Equipment Costs			
Total Materials Cost			

TOTAL PRICE (NOT TO EXCEED) \$ _____

FIRM: _____

BY: _____

APPROVED BY: _____

Building Maintenance Supervisor
or Department Representative

STATE OF TEXAS
COUNTY OF BOWIE

THIS AGREEMENT, made and entered into this _____ day of July, 2019, by and between the City of Texarkana, County of Bowie, State of Texas, acting by and through the City Manager for the Mayor and City Council, City of Texarkana, thereunto authorized to do so, hereinafter referred to as OWNER, and _____ of the City of _____, County of _____ and the State of _____ hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

RFP 19-0000-03 HVAC Preventative Maintenance & Repair Services Contract

and all extra work in connection therewith, under the terms as stated in the contract documents and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the contract documents as defined in the General Conditions of Agreement. _____ proposal dated DD MMMM, 2019 is incorporated into and made a part of this agreement.

The CONTRACTOR hereby agrees to commence work within ten days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the contract documents.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in Texarkana, Bowie County, Texas in the year and day first above written.

CONTRACTOR:
(OWNER):

CITY OF TEXARKANA, TEXAS

By: _____
Shirley Jaster, City Manager

By: _____

PRINTED NAME: _____

ATTEST:

TITLE: _____

Jennifer Evans, City Secretary

COMPLETE ADDRESS:

City, State, Zip _____

HVAC LOCATION	MAKE	MODEL	SERIAL #	SIZE	SEER	INSTALL YR.
Department 1602						
CITY HALL						
UNIT #1						
CONDENSER - ALLEY	CARRIER	24ABB360A520	1112E00464	5 TON		2012
AIR HANDLER - FIRST FLR. SOUTH-HR	CARRIER	FX4DNF061	0512A88679	5 TON		2012
ZONE CONTROLLER						1997
UNIT #2						
CONDENSER - FIRST FLR. NORTH &	CARRIER	38AK-008-511	4100G0427	7.5 TON		2017
AIR HANDLER - ALLEY	CARRIER	40RM-008-D500HC	1796F02903	7.5 TON		2017
UNIT #3						
CONDENSER 2ND FLOOR - CITY MANAGER SUITE	CARRIER	38CKC060520	2500E04169	5 TON		2009
AIR HANDLER - ALLEY	CARRIER	FB4ANF060000ACAA	2894A02701	5 TON		1996
UNIT #4 2ND FLOOR COUNCIL						
CONDENSER - ALLEY	CARRIER	38AUZA08A0A5	2213C94777	7.5 TON		2013
AIR HANDLER COUNCIL CHAMBERS	CARRIER	40RUAA08A2A6A0A0A0	1913U18647	7.5 TON		2013
UNIT #5						
CONDENSER -2ND FLR. LEDGE	CARRIER	24ABR324A320	2407E38578	2 TON		2007
AIR HANDLER -CITY MANAGER	CARRIER	FA4CNF024	3207A71622	2 TON		2007
UNIT #6						
CONDENSER-2ND FLR. LEDGE	CARRIER	24ABS360G500	3009E03709	5 TON	13	2009
AIR HANDLER-CONFERENCE, COMPUTER,CRG	CARRIER	FB4ANF060	1196A11728	5 TON		1994
UNIT #7 3RD FLOOR SOUTH						
CONDENSER-2ND FLR. LEDGE	CARRIER	F24ABB360A005	0613E18739	5 TON		2013
AIR HANDLER-3RD FLR. LADIES RR	CARRIER	FB4CNF060T00	2913A85013	5 TON		2013
UNIT #8						
CONDENSER-2ND FLR. LEDGE	CARRIER	38CKB048500	4496E15266	4 TON		2016
AIR HANDLER-3RD FLR. INSPECTION	CARRIER	FB4ANF048	5093A26515	4 TON		2016
UNIT #9						
CONDENSER-2ND FLR. LEDGE	CARRIER	PA10PA060-C	2804E12090	4 TON		2016
AIR HANDLER-3RD FLR. COMM. DEV. RECEP	CARRIER	FB4AN060	5092A00289	5 TON		2016
UNIT #10						
CONDENSER-ALLEY	CARRIER	F24ABB360A005	2413E29853	5 TON		2013
AIR HANDLER-FINANCE	CARRIER	FB4CNF060T00	2913A84964	5 Ton		2013
UNIT #11						
RTU PACKAGE UNIT- ROOF	CARRIER	50TM-025---511YA	3808U28347	20 TON		2009
UNIT #12						
RTU PACKAGE UNIT-REAR OLD JAIL	CARRIER	5595EJ036	4782 38307	3 TON		1989
VFW BUILDING						
CONDENSER	CARRIER	38ARZ012-5	3308G40100	10 TON		2008
CONDENSER	CARRIER	38ARZ012-5	2308G50082	10 TON		2008
AIR HANDLER	CARRIER	24ABS324A003	2608E14497	10 TON		2008
AIR HANDLER	CARRIER	24ABS324A003	3008E11999	10 TON		2008
Department 1701						
ARMORY						
POPSIDE - AIR HANDLER	CARRIER	58STA090-1-16	1511A21952	3.5 Ton	13	2011
POPSIDE - CONDENSER	CARRIER	24ABB324A003	0911E23880	3.5 Ton	13	2011
EVIDENCE - AIR HANDLER	CARRIER	CNPVT6024ATA	1811X25533	5 Ton		2012
EVIDENCE - CONDENSER	CARRIER	24ABB360A003	1112E01501	5 Ton		2012
EVIDENCE - FURNACE	CARRIER	58STA110-1-22	1512A19056	5 Ton		2012
CLASS/KITCH - AIR HANDLER	CARRIER		2011X31318	5 Ton		2011
CLASS/KITCH - CONDENSER	CARRIER		3411E03911	5 Ton		2011
PATROL - AIR HANDLER	YORK		AOG6731363	5 Ton		
PATROL - CONDENSER	YORK		WOC7495788	5 Ton		
Department 2201						
PARK ADMIN						
RTU, PACKAGE	TRANE	WCY024F100AA	K3421WG1H	2 TON		2017

Department 1802							
CENTRAL FS							
RTU PACKAGE #2	LENNOX	TGA06S2BS	5608H17806	5 TON			2008
SUSPENDED HEATER							2018
RTU Package #??	CARRIER	48TCED08A295-0A0A0	2613G50036	7.5 TON			2013
LAKE DRIVE FS							
CONDENSER	LENNOX	10ACC-060-230-02	5803F55609	5 TON			2003
AIR HANDLER	HEIL	EPA5560JC1	L952341903	5 TON			1995
RICHMOND FS							
CONDENSER	TRANE	TTR024C100A1	J25297132	2 TON			2016
CONDENSER	TRANE	TTR036C100A2	J382893834	3 TON			1994
CONDENSER	CARRIER	24ABC642A003	1416E12420	3Ton			2016
AIR HANDLER	CARRIER	58STA090-1-16	0816A14539	3 TON			2016
AIR HANDLER	TRANE	TXC036C4HPB1	J36746525	3 TON			1994
AIR HANDLER	TRANE	TXC036C4HPB1	J36746524	3 TON			1994
AIR HANDLER	TRANE	TXC024C4HPB1	J33762767	2 TON			2016
RICHMOND POLICE SUBSTATION							
CONDENSER	CARRIER	38CKC024340	2103E11632	2 TON			2003
SUMMERHILL FS							
RTU PACKAGE	LENNOX	THA090S2BN2Y	5605E00271C/NA622	7.5 TON			2005
KENWOOD FS							
CONDENSER	LENNOX	12HPB48-9P	5801G57211	4 TON			2001
AIR HANDLER	LENNOX	CB29M51-1P	5801J52438	4 TON			2001
HEAT PUMP SYSTEM - PURON	CARRIER	FX4DNF049T00	1512A87301	4 TON	13		2012
system installed 5/1/12	CARRIER	25HBC348A003	1112E18151				2012
	CARRIER	KFCEH3001F15	0412V81671				2012
SUSPENDED HEATER							2018
Department 1901- PW and Engineering							
CONDENSER	CARRIER	38CKC060300	3500E-17461	5 TON			2000
AIR HANDLER	CARRIER	CK5AXA060000AAAA	3797X4011	5 TON			2017
FURNACE	CARRIER	58PAV111-16120	2398A04537	5 TON			1997
SUSPENDED HEATER #1 (FACING EAST)	REZNOR						
SUSPENDED HEATER #2 (FACING WEST)	REZNOR						
SUSPENDED HEATER #3 (NORTH WEST)	REZNOR						
Department 1904 -STREET							
CONDENSER	RHEEM	RAKA-048JAZ	5432F390204435	4 TON			2003
AIR HANDLER	MAYTAG	C3BH-048C-B	C3D050501287	4 TON			2003
SUSPENDED HEATER #1 SOUTH	REZNOR	F130	ADC31K6N22640				1989
SUSPENDED HEATER #2 MID EAST	REZNOR	F130	ADC31K6N22639				1989
SUSPENDED HEATER #3 MID WEST	REZNOR	F130	ADC31K6N22642				1989
SUSPENDED HEATER #4 NORTH	REZNOR	F130	ADC31K6N22614				1989
Department 1905 - FLEET							
CONDENSER	LENNOX #2	10ACC-048-230-02	5803H67143	4 TON			2003
CONDENSER	LENNOX #1	TSA060S2N41Y	5807G08414	5 TON			2010
AIR HANDLER	LENNOX #1	CAPF4860C6BA	908016069	5 TON			2010
AIR HANDLER	LENNOX #2	C33-48B-2F	6003H00542	4 TON			2003
SUSPENDED HEATER EAST EAST #1	MODINE						1985
SUSPENDED HEATER NORTH NORTH #2	MODINE						1985
SUSPENDED HEATER MIDDLE NORTH #3	MODINE						1985
SUSPENDED HEATER INFRARED MIDDLE S #4	SOLORONICS			90BTU			2009
SUSPENDED HEATER WEST NORTH #5	NEW			120BTU			2010
SUSPENDED HEATER WEST WEST #6	MODINE						1985
Department 1907 - SIGN & SIGNAL							
COIL	CARRIER	CNPVT6024ATA	0212X31546	5 TON	15		2012
COIL	CARRIER	CNPVT6024ATA	1212X32421	5 TON	15		2012
FURNACE	CARRIER	24ABB360A003	0912E14769	5 TON	15		2012

	FURNACE	CARRIER	24ABB360A003	0912E14772	5 TON	15	2012
	CONDENSOR	CARRIER	58CVA10-1-20	1511A17162	5 TON	15	2012
	CONDENSOR	CARRIER	58CVA10-1-20	1511A14367	5 TON	15	2012
Department 2202							
SPRING LAKE PARK							
MAINTENANCE SHOP							
	SUSPENDED HEATER						1987
SLP **BALLFIELDS**							
DOBSON CONCESSION							
	CONDENSOR	CARRIER	3ATKB036300	3492E03360	3 TON		2000
	AIR HANDLER	CARRIER	FB4ANF036	1193A22396	3 TON		2000
DOBSON PRESSBOX							
HUGGINS CONCESSION							
	CONDENSER	RHEEM	RAKA030JAZ	5428M079606708	2.5 TON		
	AIR HANDLER	RHEEM	RBHA17J15MFDA	TM14952003	2.5 TON		
SWANGER CONCESSION							
	CONDENSER	PAYNE	PA13NA04800G	1610X72542	4 TON		2010
	AIR HANDLER	PAYNE	PF4MNA049T00	1709A88987	4 TON		2010
WALLACE PARK							
WALLACE MAINT. SHOP							
	CONDENSER	YORK	H208048506A	EHEM310012	4 TON		1991
	AIR HANDLER	YORK	N4AHD16A06A	EEES139153	4 TON		1991
WALLACE CONCESSION							
	CONDENSER	LENNOX	HS29-060-13G	5805C34967	5 TON		2005
	AIR HANDLER	YORK	EEFS129143	N4AHC20A46A	5 TON		1991
Department 2203							
SOUTHWEST CENTER							
	CONDENSER	CARRIER	30RB-0754-56-C	2409072982	70 TON		2009
	AIR HANDLER - GYM	TRANE	L-31	K0J185561	30 TON		
	AIR HANDLER - OFFICE	TRANE	L-25	50J185562	30 TON		
	BOILER						
	CHILL WATER PUMP						
	HOT WATER PUMP						
Department 2209							
COLLINS BUILDING							
	CONDENSER	CARRIER	38CK060540	2194E16805	5 TON		1994
	AIR HANDLER	CARRIER	FB4ANF060	0295A04223	5 TON		1995
Department 2213							
BEVERLY CENTER							
	CONDENSER	CARRIER	1912E20727		5 TON		8/2012
	AIR HANDLER	CARRIER	2912X29065		5 TON		8/2012
	CONDENSER	CARRIER	3212E00144		5 TON		8/2012
	AIR HANDLER	CARRIER	2812X37791		5 TON		8/2012
Department 2205							
PEROT THEATRE							
	BOILER	TELEDYNE	LAARS SERIES H				1979
	MAIN CHILLER	CARRIER			80 TON		2013
	STAGE PKG UNIT	CARRIER	50TJ028		25 TON		1999
	BOX OFFICE CONDENSING UNIT	CARRIER	FA4BNF060	0204A72256	5 TON		2004
	BOX OFFICE CONDENSING UNIT						
	PUMP, HOT WATER	ARMSTRONG	819359-002		5 TON		
	PUMP, COLD WATER	?					
	CONTROL SYSTEM						2011
Department 2301							
HEALTH DEPARTMENT							
	RTU #1	YORK	D2CG072N07925A	SNOL5056788	6 TON		2005

RTU #2	YORK	D2CG072N07925A	SNOL5056787	6 TON		2005
RTU #3	YORK	DF09N15A2AAA4	SNOL5030951	7.5 TON		2005
RTU #4	CARRIER	48TCEA06A2A5-OA0A0	3415C73964	5 TON		2016
RTU #5	YORK	D7CG060N07925A	SNOL5079889	5 TON		2005
RTU #6	YORK	D7CG060N07925A	SNOL5079884	5 TON		2005
RTU #7	YORK	D7CG060N07925A	SNOL5079882	5 TON		2005
RTU #8	YORK	D7CG048N06025A	SNOL5141003	4 TON		2005
RTU #9	CARRIER	48TJD005-501	1296G020765	4 TON		1996
RTU #10	CARRIER	48TCEA05A5-0A0A0	1312C68189	4 TON		2012
RTU #11	CARRIER	48TCEA05AZA-0A0A0	3515 C74503	5 TON		2016
RTU #12	CARRIER	48TJD005-501	1296G20764	4 TON		1996