

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for HVAC Maintenance for Libraries
BID 18-019**

SUBMIT BIDS TO:

**Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469**

****NOTE:**

All correspondence must include the term "Purchasing Department" in the address to assist in proper delivery.

SUBMIT NO LATER THAN:

**Tuesday, October 10, 2017
2:00 PM (Central)**

LABEL ENVELOPE:

**BID 18-019
HVAC LIBRARIES**

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid.

Requests for information must be in writing and directed to:

Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Prepared: 9/14/17
Issued: 9/18/17

Fort Bend County Specification Download Acknowledgment

**Invitation for Bid
Term Contract for HVAC Maintenance for Libraries
BID 18-019**

**VENDORS MUST IMMEDIATELY RETURN THIS FORM VIA EMAIL TO NORMA WEAVER AT:
norma.weaver@fortbendcountytexas.gov .**

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Honeywell International Inc.

Legal Name of Contracting Company

Phillip Davis

Contact Person

13805 West Road, Ste 500,

Complete Mailing Address

(832) 247-0297

Telephone Number

(702) 549-4816

Facsimile Number

KRAIG.DORWART@HONEYWELL.COM

Email Address

K A Dorwart

Signature

10/10/17

Date

✓

Vendor Information

Honeywell International Inc.

Legal Name of Contracting Company

22-2640650

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(832) 247-0297

Telephone Number

(702) 549-4816

Facsimile Number

13805 West Rd., Ste. 500

Complete Mailing Address (for Correspondence)

Houston, Texas 77041

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

K. ANDREW DORWALT FIELD SERVICE LEADER

Authorized Representative and Title (printed)

KRAIG.DORWALT@HONEYWELL.COM

Authorized Representative's Email Address



Signature of Authorized Representative

10/10/17

Date

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on CD or Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. The bid document, copy of completed pricing form, and electronic file, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change. All response, typed or written information, must be clear and legible.
- 1.5 Bid Returns: Bidders must return entire completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole

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responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Monday, October 2, 2017 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling.

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Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal

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execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the

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contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase from supplier to vendor must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.
- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently

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marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
 - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

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- 2.8 **Gratuities:** Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 **Special Tools and Test Equipment:** If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 **Warranty/Price:**
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate

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correction within 10 days, correction made by the County will be at Seller's expense.

- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome

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the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract

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shall lie in Richmond, Fort Bend County, Texas.

- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to furnish all labor, parts, test equipment, water treatment equipment and chemicals, related switch gear, refrigerant, and lubrication to perform a hereinafter described preventative maintenance program on all maintainable parts of the HVAC systems for the indicated locations. The service shall include: Inspection; Calibration; Scheduled Maintenance; Logging; Reporting; and Non-Destructive Testing.

4.0 ON-SITE INSPECTIONS:

Listed below is a schedule for on-site inspections. Raul Cardenas, Library Maintenance Coordinator, will be at each site for vendors to view HVAC equipment. This is the only date and time site visits are permitted. All questions must be submitted as stated in Section 1.7.

September 26, 2017, 9:00 am - 9:30 am Sienna Branch Library
September 26, 2017, 10:00 am - 10:30 am First Colony Branch Library
September 26, 2017, 11:00 am - 11:30 pm Missouri City Branch Library
September 26, 2017, 1:00 pm - 1:30 pm Sugar Land Branch Library
September 26, 2017, 2:00 pm - 2:30 pm University Branch Library
September 26, 2017, 3:00 pm - 4:00 pm George Memorial Library and
Administration Bldg
September 26, 2017, 4:30 pm - 5:00 pm Fulshear Branch Library
September 26, 2017, 5:30 pm - 6:00 pm Cinco Ranch Branch Library

5.0 TERM OF CONTRACT:

The term of this contract is **1 November 2017 through 30 September 2018**, renewable annually for four (4) years (through 30 September 2022) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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6.0 BID DOCUMENT COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on CD or Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. The bid document, copy of completed pricing form, and electronic file, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change. All response, typed or written information, must be clear and legible.

7.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

8.0 TEXAS ETHICS COMMISSION FORM 1295:

- 8.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 8.2 On-line instructions:
 - 8.2.1 Name of governmental entity is to read: Fort Bend County.
 - 8.2.2 Identification number used by the governmental entity is: B18-019.
 - 8.2.3 Description is the title of the solicitation: HVAC Maintenance Libraries.
- 8.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the vendor does not provide the document in the stated time period the vendor's response will be marked as disqualified and the next low bidder will be contacted.

Initials of Bidder: K12

9.0 INSURANCE:

- 9.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 9.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 9.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 9.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 9.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 9.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 9.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation

Initials of Bidder: KAN

written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 9.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

10.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 10.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 10.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 10.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 10.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 10.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 10.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it

Initials of Bidder: KAN

harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 10.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

11.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX170297 08/18/2017 TX297

Superseded General Decision Number: TX20160297

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	01/27/2017
3	04/14/2017
4	08/18/2017

ASBE0022-009 12/01/2016

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct,

Initials of Bidder: KAR

Pipe and Mechanical System Insulation)	\$ 23.42	12.26
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BOIL0074-003 01/01/2017

BOILERMAKER	\$ 28.00	22.35
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CARP0551-008 04/01/2016

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
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ELEC0716-005 08/29/2016

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 31.25	9.11
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ELEV0031-003 01/01/2016

ELEVATOR MECHANIC	\$ 39.24	29.985+a
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FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2015

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 23.02	6.35
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PLAS0079-004 01/01/2015 PLASTERER	\$ 19.92	1.00
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PLUM0068-002 10/01/2016

PLUMBER	\$ 34.35	9.79
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PLUM0211-010 10/01/2016 PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.53	11.11
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Initials of Bidder: KAZ

*SHEE0054-003 07/01/2017

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 27.72	13.70
SUTX2014-023 07/21/2014 ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00

Initials of Bidder: Kan

OPERATOR:		
Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

Initials of Bidder: K/A

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

Initials of Bidder: Kan

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

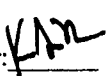
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Initials of Bidder: 

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

12.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

13.0 AWARD:

This contract will be awarded to the overall lowest bidder meeting specifications.

14.0 REFERENCES:

All bidders MUST submit with bid, the names, contact information including phone numbers and email addresses and length of service for three (3) current clients with similar equipment who can comment on your service relationship. Include one (1) client with at least a two (2) year relationship with the company as presently named and chartered. Proof of experience with the coordination of energy management systems is required.

15.0 REQUIREMENTS OF SERVICE:

15.1 Vendor is to provide all required maintenance and adjustments on all maintainable equipment per the manufacturer's specifications, including but not limited to chillers, cooling towers, air handler units, air compressors, boilers, heaters, water pumps, fan coil units, vav units, condensers, roof top units, and exhaust fans.

15.2 All work should be completed during the libraries' normal business hours:

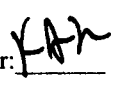
Monday through Friday, 8 am to 5 pm.

15.3 Provide service materials, including, but not limited to: contact cleaner, clean up materials, caulking, gasketing, sealant, refrigerant, lubricants, compressor oil, oil

Initials of Bidder: YAM

filters and air filters as needed.

- 15.4 All replacement parts shall be factory authorized and of like or current design to defer system depreciation and obsolescence.
- 15.5 Where system analysis indicates the failure point is approaching for any component, a report shall be generated and submitted to Library maintenance, documenting the deficiencies, and include recommended action of repair or replacement.
- 15.6 Inspections: Provide preventive maintenance inspections such that the equipment receives at least six (6) inspections on about sixty (60) day intervals to meet industry standards and to consist of but not limited to the services as specified herein. One of the inspections (Annual) will be more comprehensive than the others and may require system downtime that will be coordinated with the library. Upon completion of each inspection, the servicing technician shall present a written report to the designated staff member for signature. At that time, any existing and/or potential problems shall be discussed. A record of completed work should also be given to designated staff.
- 15.7 Deficiencies found during inspections should be repaired at the time of the inspection if the repair requires only adjustments to the unit, including 1 lbs or less refrigerant. All repairs that require replacement parts or more extensive repairs should be properly documented on the report and should not be completed until approval from maintenance staff as authorized by the County Purchasing Agent.
- 15.8 Service requirements: Apply requirements to applicable equipment at site.
 - 15.8.1 Air handling units:
 - 15.8.1.1 Inspect air filters for cleanliness and serviceability, supply and change at least bimonthly.
 - 15.8.1.2 Check coils, drain pans and drain lines. Clean as needed. Supply chemical tabs as needed.
 - 15.8.1.3 Check operation of blower motor (starter and any loose connections).
 - 15.8.1.4 Inspect drive belts and associated components for wear and adjustment. Adjust tension and replace belts and sheaves as needed. Tension must be in compliance with motor amps.
 - 15.8.1.5 Lubricate motor and drive assembly bearings; dampers and linkage.
 - 15.8.1.6 Check and clean fan assembly. Lubricate bearings according to manufacturer.

Initials of Bidder: 

- 15.8.1.7 Check electrical connections, motor mounts and vibrations pads.
- 15.8.1.8 Make any needed adjustments/repairs.
- 15.8.2 Heating system: boiler or electric duct heaters:
 - 15.8.2.1 Check operation of boiler and burner and make adjustments as required for seasonal change.
 - 15.8.2.2 Check electric duct heaters (heat strips, amps, connections).
 - 15.8.2.3 Check operating and safety controls.
 - 15.8.2.4 Test low water cut-off and pressure relief valve.
 - 15.8.2.5 Make any needed adjustments/repairs.
- 15.8.3 Pumps:
 - 15.8.3.1 Check operation of all pumps--chilled water, condenser water and hot water, etc., lubricate as needed.
 - 15.8.3.2 Inspect pump motor starter, check operation and for loose connections.
 - 15.8.3.3 Lubricate bearings per manufacturer.
 - 15.8.3.4 Inspect seals, gauges, packing.
 - 15.8.3.5 Make any needed adjustments/repairs.
- 15.8.4 Fans - supply and exhaust:
 - 15.8.4.1 Check operation of fans.
 - 15.8.4.2 Inspect motor starters, if applicable.
 - 15.8.4.3 Adjust and lubricate drive assemblies as required.
 - 15.8.4.4 Make any needed adjustments/repairs.
- 15.8.5 Air compressor and drier:
 - 15.8.5.1 Check operation of air compressor.
 - 15.8.5.2 Check oil level of compressor.

Initials of Bidder: LAN

- 15.8.5.3 Check condensate disposal operation.
- 15.8.5.4 Check operation of air drier, pressure and temperature.
- 15.8.5.5 Check drain trap and bypass valves.
- 15.8.5.6 Make any needed adjustments/repairs.

15.8.6. Chiller:

- 15.8.6.1 Check operation of chiller(s).
- 15.8.6.2 Observe starting sequence, motor and starter operation, oil pressure and refrigerant levels and operating pressures.
- 15.8.6.3 Check electrical, all controls and safeties.
- 15.8.6.4 Check operation of lubricating system.
- 15.8.6.5 Check operation of purge assembly.
- 15.8.6.6 Log necessary data and discuss daily operations with maintenance staff.
- 15.8.6.7 Clean coils as needed.
- 15.8.6.8 Test water in closed loop system and chemically treat, as needed (minimum of semi-annually).
- 15.8.6.9 Make any needed adjustments/repairs.

15.8.7 Two (2) packaged rooftop units: George Memorial Library Genealogy Room and 2nd Floor Computer Room:

- 15.8.7.1 Check overall operation of unit.
- 15.8.7.2 Inspect operational and safety controls.
- 15.8.7.3 Check air filters - replace at least every quarter.
- 15.8.7.4 Check evaporator and condenser coils for cleanliness.
- 15.8.7.5 Check refrigeration system for proper compressor operation and refrigerant level. Adjust as necessary.
- 15.8.7.6 Check operation of heating section and associated components in October thru April.

Initials of Bidder: YAN

- 15.8.7.7 Make any needed adjustments/repairs.
- 15.8.8 Liebert 3 System: Computer Room, George Memorial Library:
 - 15.8.8.1 Check operation of the system.
 - 15.8.8.2 Check air filter, replace at least every quarter.
 - 15.8.8.3 Make any needed adjustments/repairs.
- 15.8.9 Carrier condenser unit and air handler: Computer room, George Memorial Library:
 - 15.8.9.1 Check operation of the system and grease zerts.
 - 15.8.9.2 Inspect operational and safety controls.
 - 15.8.9.3 Check air filters - replace at least every quarter.
 - 15.8.9.4 Check evaporator and condenser coils for cleanliness.
 - 15.8.9.5 Check refrigeration system for proper compressor operation and refrigeration level. Adjust as necessary.
 - 15.8.9.6 Make any needed adjustments/repairs.
- 15.8.10 Annual inspection/air cooled:
 - 15.8.10.1 Make any preparations as needed for seasonal change.
 - 15.8.10.2 Take oil samples for lab testing.
 - 15.8.10.3 Change oil in compressor, per the lab recommendation. Remove used oil from premises.
 - 15.8.10.4 Change refrigerant driers.
 - 15.8.10.5 Check the system for leaks. Add refrigerant as required.
 - 15.8.10.6 Check electrical contactors, relays, voltage, amperage, etc.
 - 15.8.10.7 Check and adjust all temperature controls, etc.
 - 15.8.10.8 Clean air-cooled condensers as needed.
 - 15.8.10.9 Pump compressor down and check valves.
 - 15.8.10.10 Check main starter and control panel.

Initials of Bidder: KAN

- 15.8.10.11 Furnish full written report and review operations. Leave the area clean.
- 15.8.10.12 Make needed adjustments and repairs.
- 15.8.11 Annual inspection/water cooled:
 - 15.8.11.1 Analyze oil. Replace with new oil and purge filters.
 - 15.8.11.2 Remove old oil from machine and clean sump. Remove used oil from premises.
 - 15.8.11.3 Clean and thoroughly inspect purge assembly.
 - 15.8.11.4 Megg motor windings for indication of insulation break down.
 - 15.8.11.5 Inspect starter contacts for wear, tighten all connections.
 - 15.8.11.6 Inspect oil in dashpots, if applicable.
 - 15.8.11.7 Check all controls and calibrate.
 - 15.8.11.8 Open and check condenser tubs for possible fouling. Provide acidized cleaning if needed.
 - 15.8.11.9 Drain and clean cooling tower basins.
 - 15.8.11.10 Clean and inspect condenser water strainers.
 - 15.8.11.11 Check and set condenser and chilled water flow.
 - 15.8.11.12 Check and calibrate condenser water by-pass valves or other means of water temperature regulation.
 - 15.8.11.13 Take oil samples from each machine. Have them analyzed for worn metals content. Forward and discuss report with the library.
 - 15.8.11.14 Make needed adjustments/repairs.
- 15.8.12 Boiler combustion testing - annual inspection:
 - 15.8.15.1 Test for the following items as applicable: firing rate, fuel/air ratio, CO₂, CO smoke test.
 - 15.8.15.2 Adjust burner controls as required to obtain proper combustion.
 - 15.8.15.3 Make needed adjustments/repairs.
- 15.8.13 Cooling towers: George Memorial Library-monthly and annual inspections:

Initials of Bidder: YQ2

- 15.8.13.1 Supply all labor, equipment and chemicals for the testing and chemical treatment of cooling tower water on a continuous basis to prevent scale, slime, algae or corrosion. The frequency of testing should be as least bi-weekly. Provide the services of a qualified water program manager, reporting and Consultation. Use only non-polluting biodegradable chemicals.
- 15.8.13.2 Supply analysis to show current conditions in balance per industry standards. Proper treatment will result in condenser tubes w/o fouling at annual inspection. Fouled tubes well be cleaned at contractor's expense.
- 15.8.13.3 Check and clean strainers, bleed, nozzles, overflow and drain.
- 15.8.13.4 Lubricate fan and motor bearings per manufacturer's recommendation.
- 15.8.13.5 Check gear reducer components. Change oil per manufacturer.
- 15.8.13.6 Check motor mounts.
- 15.8.13.7 Check motor operation conditions.
- 15.8.13.8 Clean float valve assembly and check for proper operation.
- 15.8.13.9 Check fan blade and attaching hardware.
- 15.8.13.10 Make needed adjustments/repairs.
- 15.8.14 Duct terminal box controls:
 - 15.8.14.1 Check PE switches, solenoid air valves, limit controls, gauges, transmitters, and all auxiliary control devices.
 - 15.8.14.2 Calibrate/adjust/replace as needed.
- 15.8.15 Variable Air Volume Boxes

16.0 EQUIPMENT LIST, LOCATIONS & BID PRICING:

A list of the equipment and the locations are available on the bid pricing form downloadable from Fort Bend County's website. Vendor is to provide pricing to include but not limited to: setup, mileage, or travel time. All bid pricing must be completed in the Excel Pricing Form file provided on the County's website. Vendors are to download the Excel Pricing Form from Fort Bend County's website, complete the pricing in the Excel file, and include an electronic copy of the completed Excel pricing form on CD or Flash Drive in the same sealed envelope with their copy of bid response. The electronic copy must be able to be saved by the Fort Bend County Purchasing Department to access the vendor's pricing and transfer prices to the County's Excel tabulation file. A printed copy of the completed pricing form is to be included with the bid response.

Initials of Bidder: KAR

17.0 REQUIRED FORMS:

All bidders are required to complete the attached and return with their submission:

- 17.1 Pricing Form in electronic Excel File
- 17.2 Vendor Form
- 17.3 W9 Form
- 17.4 Tax Form/Debt/Residence Certification
- 17.5 Contractor Acknowledgement of Stormwater Management Program

CONTRACT SHEET
B18-019

THE STATE OF TEXAS
COUNTY OF FORT BEND

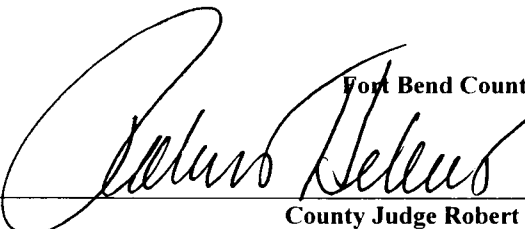
This memorandum of agreement made and entered into on the 24th day of October, 2017,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and
Honeywell International - Home Building Solutions (hereinafter designated Contractor).
(company name)

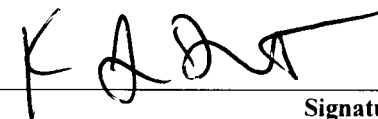
WITNESSETH:

The Contractor and the County agree that the bid and specifications for **HVAC Maintenance
for County Libraries** which are hereto attached and made a part hereof, together with this
instrument and the bond (when required) shall constitute the full agreement and contract between parties
and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the
accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties
hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 24th day of October, 2017.

By: 
Fort Bend County, Texas
County Judge Robert E. Hebert

By: 
Signature of Contractor

By: K. ANDREW DORNIER Fred Service Lance
Printed Name and Title



Current Service Contracts

Stark Museum	601 Green Ave Orange, TX 77630	Museum	Gus Harris (409) 883-3513 gharris@starkfoundation.org
JSC/NASA	2101 NASA Parkway Houston, Texas 77058	Space Center	Kevin McCue (281) 483-3649 Kevin.D.McCue@nasa.gov
Houston Distributing	7100 High Life Dr, Houston, TX 77066	Distribution	Ken Garland (281) 583-4800 keng@houstondistributing.com
Texas Children's Hosp	6621 Fannin Street Houston, Texas 77030	Hospital	Sandeep Dilwall (832) 824-6694 sxdilwal@texaschildrens.org

Fort Bend County Pricing Form
Bid 18-019
Term Contract for HVAC Maintenance for Libraries

Vendor Name: *HONEYWELL*

George Memorial Branch Library				1001 Golfview, Richmond	Bid Price per Month
Quantity	Manufacturer	Model Number	Serial Number		
1	Carlyle OEM Screw Compressor	06NW925057NB	4602US1233		
1	Carlyle Compressor	06NW2250S7	0611U01138		
1	Carlyle Compressor	06NW2209S7NA	0611U01136		
1	Carrier Chiller	30HXC146RY-661AA			
1	Quincy Air Compressor	Qhpr5-10-115	QH510A1150801003		
1	Carrier Chiller	30HXC146RY-600	4097f99414		
1	York Packaged Roof Top Unit	D4PF060A46A	NLMP293213		
1	York Air Handling Unit	CS4D2FOFCMP	84916631AH1		
1	York Air Handling Unit	CS336MFCLP	84916631BH2		
1	York Air Handling Unit	CS336FOFCLP	84916631CH2		
1	York Air Handling Unit	CS270MFCLP	84916631DH4		
1	York Air Handling Unit	CS217MFCLP	84916631EH5		
1	BAC cooling tower	U110373601			
1	Bell & Gossett Pump	2000	84151922032		
1	Dragon Pump	250	P-2125		
1	Dragon Pump	250	P-2124		
1	Dragon Pump	250	P-2097		
1	Allis Chalmers Pump	2000	84151922021		
1	Allis Chalmers Pump	2000	84151992031		
1	Allis Chalmers Pump	2000	84151992032		
5	Loren Cook Fans (5 each)	4 - #14 CVB			
		1 - #16 CV			
7	Jenn-Air Fans (7 each)	5 - #141 BCR			
		1 - #72 CR			
		1 - #142 BCR			
1	Smith Boiler		7FDA3854-0884		
1	a. Liebert 3 System (Computer Room)	FH200C-AOO	P23511		
1	b. Carrier Condensing Unit	38HDC060321	4197X48788		
1	c. Carrier Air Handler	FA4ANF060	1998A14354		
1	Rheem packaged rooftop unit	RAWD-100DAZ	6240-G3098-00205		

HONEYWELL

\$ 790.00

Vendor Name: *HONEYWELL*

Administration Building			1003 Golfview, Richmond	Bid Price per Month
Quantity	Manufacturer	Model Number	Serial Number	
1	York Chiller	V34AE44M8CAVAL0001A	N1M3209913	
1	Air Handler (in stairwell)	J07YCC00A4AAA2A	N1L3147275	
2	Mitsubishi CRAC units (rooftop)	MU-A12WA-1	2001399	
		MU-A12WA-1	2001405	
1	Mitsubishi (Telecomm Rm AC-1st)	MS-A12WA	3001703	
1	Mitsubishi (Telecomm Rm AC-2nd)	MS-A12WA	3001681	

HONEYWELL \$110.00

Sienna Branch Library				8411 Sienna Springs Blvd., Missouri City	Bid Price per Month
Quantity	Manufacturer	Model Number	Serial Number		
1	YORK	YC1V0187	RKVM025341		
1	YORK	XTD042	AFVMXT0089		
1	YORK	XTD072	AFVMXT0042		
1	YORK	XTD060	K03H11071A		
1	YORK	XTD039	AFVMXT0088		
1	YORK	XTD060	AFVMXT0040		
1	YORK	XTD072	AFVMXT0039		
5	LIEBERT	N/A	N/A		
1	RAYPAK	DELTA	N/A		
56	Variable Air Volume				

HONEYWELL \$375.00

First Colony Branch Library				2121 Austin Parkway, Sugar Land	Bid Price per Month
Quantity	Manufacturer	Model Number	Serial Number		
1	Carrier Chiller	30GT-090-600KA	4692F25039		
1	Carrier Air Handling Unit	39EB23	0493T39977		
1	Temtrol Air Handling Unit	BT-28	55853		
2	Weinman Chiller Pumps	B032A			
14	Redd Electric Duct Heaters	R	CBK 480V 3PH		
2	Dristeem Vapor Steam Electric	VPC 16-16	1014192VEC		
		VPC 12-12	1014192VPC		
4	Mechanical Reps Exhaust Fans	G95E	92K12711		
4	Supply Air Fans	FH1-18X18	92L00654		

HONEYWELL \$190.00

Vendor Name: *HONEYWELL*

Missouri City Branch Library			1530 Texas Parkway, Missouri City		Bid Price per Month
Quantity	Manufacturer	Model Number	Serial Number		
1	Carrier Chiller	30RBA08064-50-3	0509Q72533		
1	Peerless Boiler	211A-05			
2	York Air Handling Units	CS27OMLPD	91-916720A		
		CS336MLPD	91-916720B		
1	Acme Exhaust Fan	PNN135E3	NQE765701		
3	Acme Supply Air Fans	LQ12	NQE804301		
		LW18	NQE765705		
		AFS106E	NQE765708		
1	Curtis Pneumatic Air Compressor (2 motors)	3DA2F	16X41		
1	Hawkinson Air Dryer	8005	0331-1-9203-569N		
1	Bell & Gossett Chill Water Pump	1510	1729761		
1	Bell & Gossett Hot Water Pump	1510	1727704		

*HONEYWELL**\$ 199.00*

Sugar Land Branch Library			550 Eldridge, Sugar Land	Bid Price per Month
Quantity	Manufacturer	Model Number	Serial Number	
1	Carrier Chiller	30RBA11062-00-3	2807Q83888	
2	Air Handler Unit	39T49 AND 39T32		
12	Electric Duct Heater			
2	Chilled Water Pumps	7.5 HP		
2	Ventilation O/A Fans			
2	Exhaust Fans			

*HONEYWELL**\$ 225.00*

Bob Lutts Fulshear Branch Library			8100 FM 359 South, Fulshear	Bid Price per Month
Quantity	Manufacturer	Model Number	Serial Number	
1	Carrier Chiller	30RAN040	2709Q57627	
1	Carrier Air Handler 11 Electrical Duct Heaters	39TH26AA-GJP-A	4597F07151	
2	Auror Chiller Pumps	341A		
2	Exhaust Fans	Fan #1 = Green Heck Model SQ100-B Fan #2 = Green Heck Model BSQ-200-7		
4	Motorized Dampers 120V Actuators	Motor = Model 61- Control Dampers (1) 72X24, (1) 12X30, (1) 12X12, (1) 24X24		

*HONEYWELL**\$ 125.00*

Vendor Name:

HONEYWELL

Cinco Ranch Branch Library			2620 Commercial Center Blvd., Katy	Bid Price per Month
Quantity	Manufacturer	Model Number	Serial Number	
1	Trane Chiller Series R Rotary liquid chiller	RTAA1104XP01A3DOBFKN	U03JOZ198	
2	Aurora Chiller Pumps	MAX SE 3 Phase Motor Teco Westinhouse	3ZA0680004 3ZA0680003	
1	Trane M Series Air Handler	MCCB017UAOCOUB	K03H11117A	
1	Trane M Series Air Handler	MCCB010UAOCOUB	K03H11071A	
1	Trane M Series Air Handler	MCCB017UAOCOUB	K03H11094A	
1	Trane M Series Air Handler	MCCB0Z1UAOCOUB	K03H11122A	
1	Telecomm Room AC (1 st Floor Data Air)	DAMA-1.512-P	2003-1884-A	
1	Telecomm Room AC (1 st Floor Data Air)	DAPA-2.534-P	2003-1886-A	
1	Telecomm Room AC (2 nd Floor Data Air)	DAPA-2.534-P	2003-1885-A	

HONEYWELL

\$ 275,00

University Branch Library			010 University Blvd., Sugar Land		Bid Price per Month
Quantity	Manufacturer	Model Number	Serial Number		
1	York	YLAA0080ZE46	2CXMO10588		
1	York	YLAA0080ZE46	2CXMO10589		
1	York	XTI-69X111	ACXMXT0162		
1	York	XTI-69X111	ACXMXT0162		
1	Liebert	Mini Mate 2	122Y00144		
1	Liebert	Mini Mate 2	122Y00145		
45	Nailor	Fan Powered Boxes			

HONEYWELL

\$ 190,50

Total Bid Price per Month of all Locations:

\$ 2479,50

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Honeywell International
Houston, TX United States

Certificate Number:
2017-270063

Date Filed:
10/09/2017

Date Acknowledged:

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

Fort Bend County

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

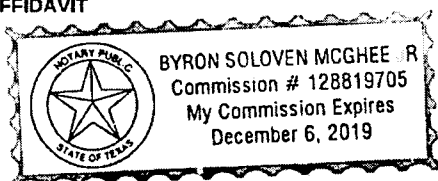
B18-019
HVAC Maintenance Libraries

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Kraig A. Dorwart
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kraig A. Dorwart, this the 19th day of October, 20 17, to certify which, witness my hand and seal of office.

Byron McGhee Jr.
Signature of officer administering oath

Byron McGhee Jr.
Printed name of officer administering oath

Notary Public
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-270063

Date Filed:
10/09/2017

Date Acknowledged:
10/24/2017

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

Honeywell International
Houston , TX United States

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

Fort Bend County

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B18-019
HVAC Maintenance Libraries

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath