

Region 4 Education Service Center (ESC)

Contract # R200403

for

HVAC Equipment, Installation, Service & Related

Products

with

TDIndustries, Inc.

Effective: October 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and TDIndustries, Inc., effective October 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between TDIndustries, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of HVAC Equipment, Installation, Service & Related Products ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R #20-04 for HVAC Equipment, Installation, Service & Related Products ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Purchasing Procedure:

- Use Customer Proposal Number (CPN) form system to obtain customer proposal number.
- 4) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
 - 5) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
 - 6) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
 - 7) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
 - 8) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
 - 9) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
 - 10) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
 - 11) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
 - 12) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;

- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other

party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 13) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 14) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 15) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 16) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 17) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 18) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 19) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority

to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 20) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 21) New Products/Services. New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 22) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 23) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 24) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 25) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 26) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 27) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 28) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 29) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 30) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 31) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 32) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 33) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 34) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

APPENDIX A

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name TDIndustries, Inc.

Address 9525 Derrington Rd.

City/State/Zip Houston, TX 77064

Telephone No. 713-996-3121

Email Address crystal.seiler@tdindustries.com

Printed Name Crystal Seiler

Title PST Manager

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R200403

Initial Contract Term October 1, 2020 to September 30, 2023


Region 4 ESC Authorized Board Member

8/25/2020
Date

Margaret S. Bass
Print Name


Region 4 ESC Authorized Board Member

8/25/2020
Date

Linda Tinnerman
Print Name

APPENDIX B

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 1, 2 page 55	4% Administrative Fee	Proposing lower administrative fee, see the following page.	Acknowledged by OMNIA Partners
		Please see TCPN CPN Letter to TCPN Members from last TCPN RFP as example given from TD's exception letter	Acceptable
	Certified Proposal Number System	TD needs the CPN system to stay in place for tracking purposes to OMNIA members and to provide consistency, transparency, and compliance to our customers.	Acceptable

Proposal for

Region 4 Education Service Center (“ESC”)

HVAC Equipment, Installation, Service & Related Products



TD Industries

At the Heart of Your Building

July 14, 2020

**COPY WITHOUT
CONFIDENTIAL INFORMATION**



TABLE OF CONTENTS

Tab 1 Contents: 5

- Appendix A 6
- Appendix B 13

Tab 2 Contents: 16

- Complete Pricing Information..... 16
- All Equipment that TDIndustries will Service and Repair..... 16
- Bonding - Surety Letter 17
- Construction and Service Rates..... 18
- Discounts Off Catalog Price List for Equipment 20
- Facility Management Rates..... 21
 - Air Handling..... 23
 - Air Terminal Devices and Heating Products 24
 - Boilers & Water Heaters..... 25
 - Cooling Towers 26
 - DDC Controls..... 27
 - Energy Services 28
 - Equipment Parts and Supplies 35
 - Financial Services 36
 - HVAC Refrigeration..... 37
 - HVAC Specialty Products 38
 - Installation and Turnkey Contracting..... 39
 - Invertors 42
 - LED Lighting Products 43
 - Professional Services 44
 - Pumps..... 48
 - Refrigeration Products..... 49
 - Service & Maintenance 50
 - Site Surveys 51
 - Startup and Commissioning..... 52
 - Unitary 54
 - Warranty..... 55
- Attachment A 56
- Attachment B 64



TABLE OF CONTENTS

- Attachment C 94
- Attachment D 104
- Attachment E 118
- Attachment F 124
- Attachment G 126
- Attachment H 140
- Attachment I 148
- Attachment J 159
- Attachment K 189
- Attachment L 193
- Additional TD Case Studies 197

Tab 3 Contents: 202

- Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract 203
- Appendix D, Exhibit B, Administration Agreement 252
- Appendix D, Exhibit C, Master Intergovernmental Cooperative Purchasing Agreement 258
- Appendix D, Exhibit D, Principal Procurement Agency Certificate 261
- Appendix D, Exhibit E, Contract Sales Reporting Template 262
- Appendix D, Exhibit F, Federal Funds Certifications 263
- Appendix D, Exhibit G, New Jersey Business Compliance 281

Tab 4 Contents: 282

- Qualifications and Experience 283
 - Life-Cycle Solutions 286
 - Safety 286

Tab 5 Contents: 290

- Additional Information 291
 - Attachment “G-1” 295
 - Attachment “G-2” 297
 - Attachment “G-3” 299
 - Attachment “G-4” 301
 - Attachment “G-5” 303
- Truck Based Services 303



TABLE OF CONTENTS

Tab 6 Contents: Appendix C 306

- Diversity Programs 327
- Addendum No. 1 328
- Addendum No. 2 330
- Addendum No. 3 332
- Addendum No. 4 334
- Addendum No. 5 336
- Addendum No. 6 338

TAB 1 - DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM

TAB 1 CONTENTS:

APPENDIX A

A. TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX B)

TAB 2 - PRODUCTS AND PRICING

TAB 2 CONTENTS:

COMPLETE PRICING INFORMATION **Given upon request, Proprietary.**

ALL EQUIPMENT THAT TDINDUSTRIES WILL SERVICE AND REPAIR

BONDING - SURETY LETTER



Ward & Moore | insurance services
Commercial Insurance & Bonds

July 1, 2020

RE: TDIndustries, Inc. - Bonding Confirmation

To Whom It May Concern:

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

Bonds are provided to TDIndustries by the Zurich Surety Group, through its affiliated companies: Fidelity & Deposit Company of Maryland and Zurich American Insurance Company. The Zurich Surety Group and its affiliated companies maintain an AM Best Rating of A+ XV ("Superior"). On a combined basis, the Zurich Surety Group maintains a US Treasury listing in excess of \$638,000,000.

TDIndustries enjoys an extremely positive 28 year relationship with Zurich Surety. During this period of time TDIndustries has performed exceptionally well on all bonded projects.

The Zurich bonding facility comfortably supports TDIndustries on single projects up to the \$100,000,000 range, with a total backlog range of \$450,000,000. TDIndustries has on occasion exceeded these bonding parameters, and our agency has never failed to provide the surety credit required of their construction operations.

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

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

Very truly yours,

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

Air Handling

Type (e.g., central station-manufactured or custom makeup air, fan filter, coil sections):	Virtually unlimited Mixed Air Single Path, Mixed Air Dual Path, 100% outside air Single Path, 100% outside air Duct Path, Variable-Speed, Drives, Heat Pipes, Heat Wheels, Fixed-plate Heat, Exchangers, High R-Value Insulation, High-Efficiency Motors, Preheat Coil, Heating Coil Cooling Coil, Supply Fan, Air Flow Station, Humidifier Discharge Static Pressure sensors, Exhaust, Mixed Air Damper, Airflow Stations
Brand Name(s):	Ex. Johnson Controls/York
Fan Types (e.g., Backward incline, Forward curve, Airfoil):	Fan Coil/Blower Coils, Package AHUs, Modular AHUs, Custom AHUs, Fan Wall, Backward incline, Forced, Pull Through, Airfoil
Capacity Range (CFM):	0 to 100,000 CFM
Heating Medium (Electric, Gas, Steam, Hot Water):	Electric, Gas, Steam, Hot Water, Re-Heat
Cooling Medium (DX, Chilled Water):	DX, Chilled Water
Standard Warranty (Parts and Labor):	One year parts and labor
Optional Warranty (components covered and labor):	Up to 10 years parts and labor
Estimated Lead/Delivery Time:	6-8 Weeks
Location of Manufacturing (City, State, or Country):	Waynesboro, Pennsylvania
Range of Efficiencies:	Motors - 98% Efficiency
Estimated Market Share (North America):	30%
Provide example data on each type of product provided:	Please see Attachment A starting on page 49
Detail Features and Benefits:	<p>Mass Customization - AHUs deliver custom-like performance and flexibility as well as being faster and more economical than was previously possible</p> <p>Design Flexibility - Offers variable-aspect-ratio sizing, plus a wide range of component/material choices</p> <p>Faster Delivery - Sophisticated computer engines speed-up the custom-manufacturing process of Johnson Controls AHUs</p> <p>Flexible Factory-Packaged Controls - No more limited control configurations: designers can now customize them to meet application requirements</p>
Other Manufacturers:	Carrier, McQuay, Rheem, Ruud, Goodman, Lennox, Magic Aire, York, Johnson Controls, etc.

Air Terminal Devices and Heating Products

Type (e.g., VAV, Fan coils, Unit ventilators, Unit heaters, Fin tube radiation/convectors):	Virtually unlimited Electronic Variable-Speed Drive, Fan Coil Units, Heating and Cooling Coils, FlexSys Underfloor Air Systems, Unit, Ventilators, Variable-Air-Volume Terminals, Airside Technical Services, Single Duct Terminal
Brand Name(s):	Ex. Johnson Controls/York
Capacity Range (CFM):	0-6,000
Heating Medium (Electric, Gas, Steam, Hot Water):	Electric, Gas, Steam, Hot Water
Cooling Medium (DX, Chilled Water):	DX, Chilled Water
Standard Warranty (Parts and Labor):	One year parts and labor
Optional Warranty (components covered and labor):	Up to 10 years parts and labor
Estimated Lead/Delivery Time:	6-8 Weeks
Location of Manufacturing (City, State, or Country):	Waynesboro, Pennsylvania
Estimated Market Share (North America):	30%
Provide example data on each type of product provided:	Please see Attachment B starting on page 57
Detail Features and Benefits:	Precise Zone Control Design Flexibility Lasting Components and Low Cost Operation A Variety of Controls Patented Flow Star Sensor Control Unique Electric Heat Design
Other Manufacturers:	Carrier, McQuay, Rheem, Ruud, Goodman, Lennox, Magic Aire, Johnson Controls, Greenheck, Trane, etc.

Boilers & Water Heaters

Type (e.g., modulating, condensing, cast iron, water tube, packaged, other):	Virtually unlimited
Brand Name(s):	Ex. AERCO, Condensing Unit
Capacity Range (CFM):	Boilers 750-Mb h to 6000 Mb h; Water Heaters - 600 Mb h - 1350 Mb h
Heating Medium (Electric, Gas, Steam, Hot Water):	Gas, Propane, Dual Fuel
Standard Warranty (Parts and Labor):	Parts only-pressure vessel/heat exchanger is 10 years non-prorated, Control panel is 2 years. 18 months all other components
Optional Warranty (components covered and labor):	As per customer needs. Can create a customized optional warranty.
Estimated Lead/Delivery Time:	4 Weeks
Location of Manufacturing (City, State, or Country):	Vlauvelt, NY USA
Range of Efficiencies:	94-99%
Estimated Market Share (North America):	40%
Provide example data on each type of product provided:	Please see Attachment C starting on page 87 and Attachment D starting on page 97
Detail Features and Benefits:	<p>Reliability:</p> <ul style="list-style-type: none"> » Superior Construction Materials » Advanced Design and Components » Warranty <p>Installation Advantages:</p> <ul style="list-style-type: none"> » Venting Versatility » Space-Saving Design » Zero Side Clearance <p>Environmental Advantages</p> <ul style="list-style-type: none"> » O2 Monitoring System » Low NOx burner <p>Advanced Controls:</p> <ul style="list-style-type: none"> » C-More » Remote Data Collection » Boiler Management System
Other Manufacturers:	Hydro Therm, Precision Boilers, RBI Water Heaters, Superior Boilers, etc.

Cooling Towers

Type (e.g., open, closed, evaporative, other):	Open, closed, evaporative, air cooled, hybrid
Brand Name(s):	Ex. Evapco
Capacity Range (tons):	Up to 5,000 Tons
Standard Warranty (Parts and Labor):	One year parts and labor
Optional Warranty (components covered and labor):	Up to 10 years parts and labor
Estimated Lead/Delivery Time:	10 Weeks
Location of Manufacturing (City, State, or Country):	Taneytown, Maryland
Range of Efficiencies:	493 to 21,960 kw
Estimated Market Share (North America):	20%
Provide example data on each type of product provided:	Please see Attachment E starting on page 111
Detail Features and Benefits:	<ul style="list-style-type: none"> Principle of operation IBC Compliant Easy Field Rigging Efficient Drift W/eliminators EVAPAK® Fill Superior Air Inlet Louver and Screen Design Reduced Piping Costs Pressurized Water Distribution System Optimum Design for Freezing Climates Fast, On-Time Shipments
Other Manufacturers:	Delta cooling, Armstrong, Evaptech, Marley, Kemrock, Paltech

DDC Controls

Type (e.g., core components, end devices, lighting, panels):	Tridium Niagara AX Web-based Multi-protocol Building Management Platform with Distech, Vykon or Siemens Talon equipment controllers
Brand Name(s):	Ex. Tridium
System Protocol (BACnet, LonWorks, Proprietary or Combo):	BACnet LonWorks
LAN Communication Structure (Peer-to-peer, Polling):	MSTP I/P Peer to peer
Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals):	All systems installed by TDIndustries are web accessible using most popular browsers Access via mobile devices
Third Party Interface (Drivers and Gateways):	All building automation systems installed by TDIndustries utilizes open protocols In retrofit applications, integration to existing proprietary automation systems is done using protocol drivers and hardware gateways
Remote Alarm and Message Capabilities:	Remote alarming available via email or text message
Standard Warranty (Parts and Labor):	One year parts and labor
Optional Warranty (components covered and labor):	Up to 5 years parts and labor
Estimated Lead/Delivery Time:	6-8 weeks
Location of Manufacturing (City, State, or Country):	Tridium primary manufacturing facility Richmond, VA, USA
Estimated Market Share (North America):	40%
Provide example data on each type of product provided:	Please see Attachment F starting on page 117
Detail Features and Benefits:	Full integration capability for BACnet, LonWorkds, Modbus and other widely used protocols Distributed digital controls for HVAC, lighting and mechanical window shades Energy management programs, utility metering, data management UL864 rated smoke controls
Other Manufacturers:	Trane, Johnson Controls, ABB, BAC, Liebert, York, Distech, Siemens Talon

Energy Services

<p>Type (e.g., Energy Tracking, Energy Analysis, Evaluation fo Potential Upgrades, Demand Response, Rebates and others):</p>	<p>Energy Savings Performance & Management Solutions.</p> <ul style="list-style-type: none"> » Energy auditing and facility assessment » In-house Design Engineering and Specification » Construction Project Management » Continuous Commissioning » Ongoing Maintenance and Support Services » Guaranteed Savings Performance Monitoring and Verification » Facility Staff and Occupant Training » Financing Procurement Support » Surge Protection
<p>Define Processes for eachtype of energy services:</p>	<p>Energy Auditing and Facility Assessment</p> <ul style="list-style-type: none"> » Preliminary Audit-Expert modeling and analysis of baseline energy usage and savings » Detailed Energy Audit-Project development and economic analysis <ul style="list-style-type: none"> • In-house Design Engineering and Specification • Construction Project Management <ul style="list-style-type: none"> » Procurement of materials and trade labor » Safety coordination by our in-house Certified Safety Professional and OSHA-Authorized Trainer • Continuous Commissioning • Ongoing Maintenance and support Services • Guaranteed Savings Performance Monitoring and Verification <ul style="list-style-type: none"> » Performance guarantee backed by a history of financial strength, organizational longevity • Facility Staff and Occupant Training • Financing Procurement Support <p>Including Identifying and securing all available grants, rebates, and incentives available to offset Project costs.</p>
<p>Certifications of Personnel:</p>	<p>Certified Energy Manager - Association of Energy Engineers</p>
<p>List key personnel (factory, subcontract, others):</p>	<p>All work is performed internally</p> <p>Ken Scheepers - Project Manager III Chuck Swallow - VP of National Accounts Randy Heidrich - Sr. Manager Operations</p>
<p>References (public sector only):</p> <p>Additional References and details available upon request</p>	<p>University of Texas at Arlington Guaranteed Savings: \$11,480,960 / 10 years Bobby Kirby, Director of Energy and Mechanical Ops 817.272.9392</p> <p>Denton Independent School District Actual Savings: \$3,928,625 / 3 years & 38 M Gallons of Water Paul Andress Director of Operations 940.369.0230</p>
<p>Case Studies describing benefits of services:</p>	<p>Please see the following pages.</p>



Growing energy footprint requires improved monitoring

Texas Tech University has big energy needs. The university has a growing student population exceeding 36,000 and a campus spanning 1,839 acres. To rein in its energy costs, Texas Tech turned to TDIndustries to tackle this challenge through smart data tracking technology.

In 2000, Texas Tech began tracking its energy consumption in an effort to understand how and where energy was being used. Throughout the years, the university has developed a broad energy management program, which is aligned with Texas Government Code, Chapter 447.

In 2013, Texas Tech contracted with TDIndustries and utiliVisor, an energy management firm, to analyze the real-time operating data gathered from the various university energy plants and provide recommendations for energy efficiency. In 2017, TD began campus utility metering services, providing meter installation, monitoring and reporting for a wide range of energy sources including electricity, steam, steam condensate, chilled water, irrigation and domestic water.

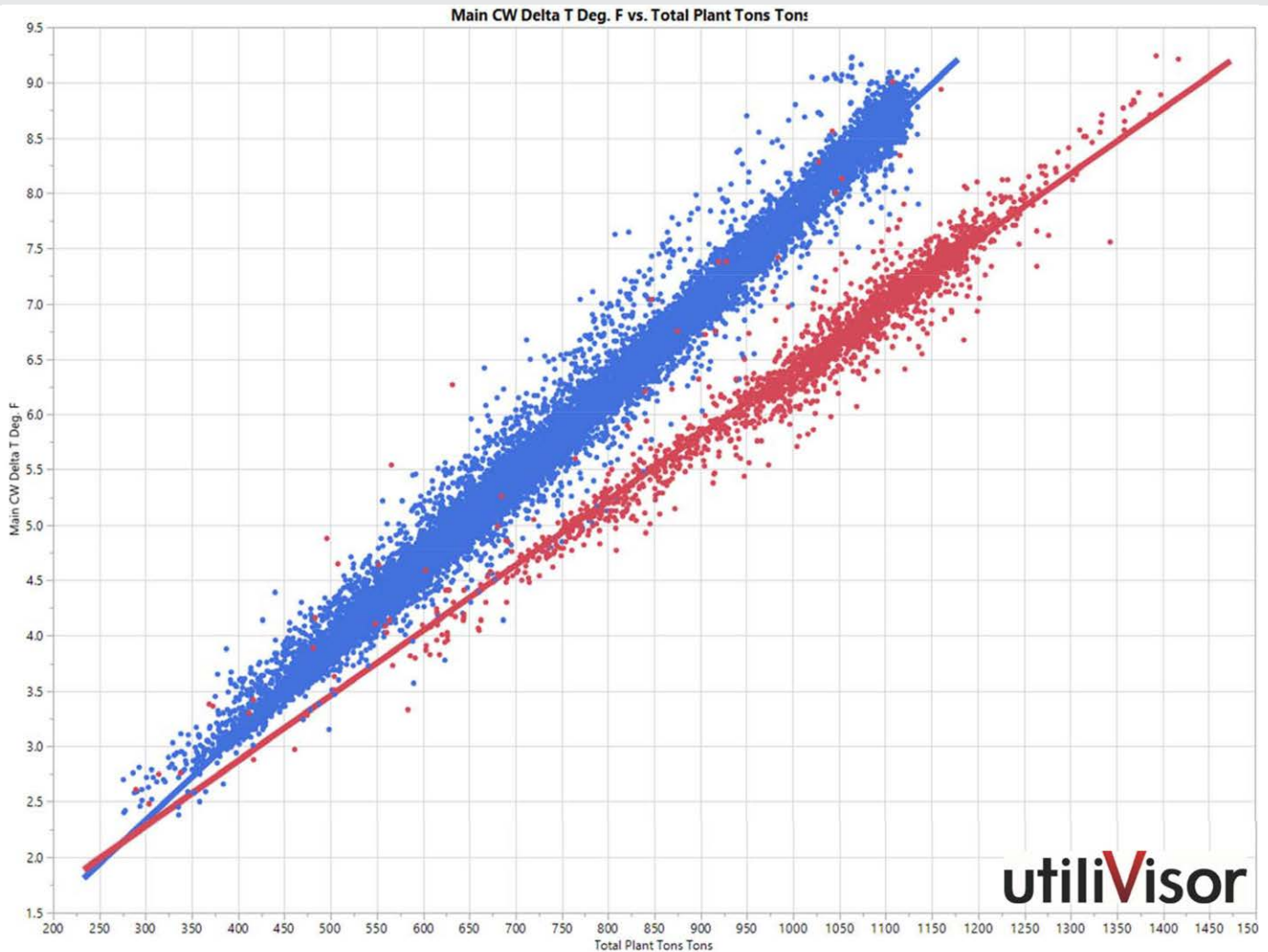
TD works in partnership with Texas Tech's Building & Construction Department, which oversees the metering program, to identify upgrades or new meters needed on a building-by-building basis. TD installs the meters and runs the electrical supply and energy source to the meter. The meters are tied into data drops provided by Texas Tech. During a meter installation, the energy supply must be completely shut down, which requires close coordination with all affected departments to minimize any impacts to campus operations.

tdindustries.com

The TDIndustries Difference

- Metering installation, monitoring, and reporting for a wide variety of energy sources
- Smart data collection technology to understand and control energy consumption
- Dedicated Partners who take ownership of campus energy performance
- System troubleshooting to quickly identify issues with timely solutions
- Continuous quality service and access to specialty knowledge that would be too expensive to maintain internally





TD uses utiliVisor software to analyze real-time operating data from Texas Tech’s mechanical plants. Many of the reports are similar to this example, which compare the plant’s efficiency against industry benchmarks.

Once the meter is complete, the meter is integrated into the utiliVisor database for data collection. Using the different views of this versatile, state-of-the-art system, TD provides regular reports on:

- Consumption per meter
- Consumption per building
- Consumption throughout the campus

In addition, TD closely monitors campuswide energy systems to alert the university of any usage spikes or trends that may indicate a potential problem or risk.

Texas Tech uses the collected information to balance the energy plant loads and integrate the data into its eSight Energy Accounting System. This specially designed system is used for campuswide monitoring and billing for non-educational buildings and common spaces, such as the student union. The information helps the university understand its energy consumption and costs and aids in

the development of new energy saving initiatives.

Since 2000, Texas Tech’s overall Energy Use Index (EUI), which tracks all energy used on campus, has shown a 37 percent decrease in energy usage, and from 2008 through 2018, the university reported \$18 million in energy savings and an 18 percent reduction in the university’s overall carbon footprint. Through close monitoring and analysis of its energy consumption metrics, Texas Tech has significantly reduced its energy consumption while expanding campus facilities to meet the needs of the increasing student population. Today, Texas Tech is recognized as a leader in energy efficiency, providing mentorship and lessons learned for other universities.

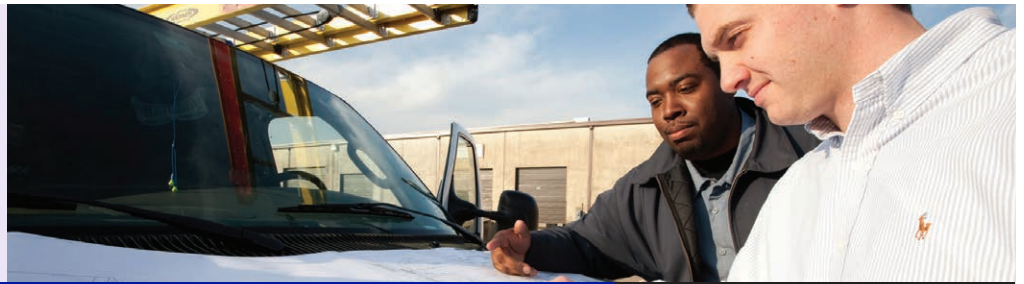
TDIndustries is proud to support Texas Tech and work in partnership to provide innovative solutions to help meet their energy performance goals.

tdindustries.com





TD Industries
Attachment B-6.1



Energy Solutions

“Our commitment to innovation and sustainability in all aspects of energy-efficient planning and implementation ultimately means one thing for you: extended life for your plant and facilities with an optimal environment – and minimized environmental impact.”



The TD Industries Difference

- Guaranteed reduced operating costs
- Tenant comfort and satisfaction grow exponentially
- TDLINKS Energy Audit pays back every cent+
- Extend the life of systems you already have
- Attain and retain your energy accreditation
- Empower highly accurate predictive budgeting

The Face of Sustainability

TD Industries (TD) is able to offer the most energy-efficient and environmentally sound solutions in the industry today because we've been committed to learning, adapting and applying new technologies as they are developed for a long time. Innovation drives our company. And a commitment to increasing sustainability drives every project we undertake for you.

Combine our commitment to sustainability and expanding innovation with powerful new means of collecting and analyzing data in real time. That's what we've done over the past 10 years, and we've worked tirelessly to exponentially increase the extent of our customers' control over facilities – all to reduce energy consumption and operating costs.

TD offers a full arsenal of energy solutions that includes a powerful array of energy audits and assessments, energy engineering, retrofitting, continuous commissioning, measurement and verification, building management systems and controls, and even financing to help your facility run cost effectively. It is in the optimal integration of all these initiatives that the sustainability of any building is maximized.

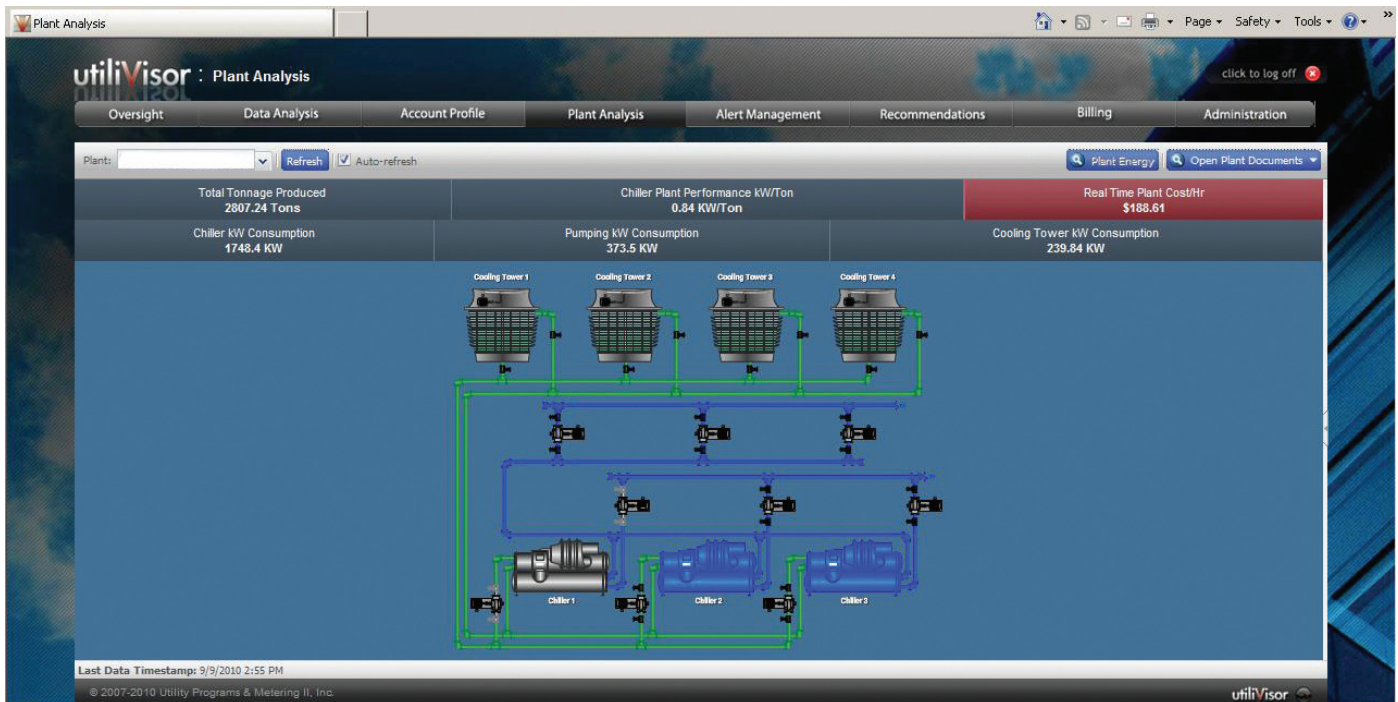
Energy Retrofits

If you operate an older building, you know how they can waste energy and burn capital. TD offers excellent services to modernize older, inefficient equipment operations, reduce utility, maintenance and operating costs, improve comfort, safety and compliance, and redirect capital to other needs.



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New Buildings

Maximizing sustainability from the inception of a new building demands broad expertise and a singular focus on quantifiable ROI in all areas – cost, energy, time and more. Our goal is to offer our new building customers a no-risk business proposition with guaranteed savings, and verifiable results against worldwide standard protocols. Any shortfall can be made up by TD.

With our dedicated team of Certified Energy Managers, LEED-Accredited Professionals, Registered Professional Engineers and analysts, boasting memberships in EPA Green Light and Energy Star programs, we keep green objectives front and center when working on your project.

Building Oversight

For large, mission-critical chiller plants and CHP (Combined Heating and Power) environments, our utiliVisor™ building oversight strategy yields exponential savings and performance benefits related to the most complex and critical components of a facilities infrastructure. An expert team of operating engineers works with your staff to coordinate and manage this web-based, continuous oversight tool that:

- Monitors, presents and analyzes key facility indicators – 24/7
- Leverages TD's extensive operations expertise
- Offers utility cost reductions of 5 to 25 percent
- Rescues and redeploys funds from inefficiencies back to your business

Green Solutions That Mean Green Savings

For many customers, a determination to pursue green solutions begins with a routine maintenance or emergency service call that reveals a significant energy "challenge."

With precision metrics, and thorough data collection and analysis, we identify potential systemic and operational improvements to your sustainability. Better still, we have the depth of expertise necessary to ensure sensible, cost-effective implementation of those solutions.

Our commitment to innovation and sustainability in all aspects of energy-efficient planning and implementation ultimately means one thing for you: extended life for your plant and facilities with an optimal environment – and minimized environmental impact.

TDLINKS "Clicks" for You

No matter how big, small, new or old your systems might be, odds are you just don't know exactly what is driving your energy usage. How could you? With TDLINKS Energy Audit, you'll find out and be given a choice of actions to improve your efficiency. Our audit can chart the exact performance of your current or planned facility and then spell out how to optimize.

We start with an ASHRAE Level II audit, where we assess all controls and intelligent integrated systems. We report our findings to you, along with good/better/best optimization recommendations. Then our service teams implement the energy-efficiency and cost-saving measures accordingly. And all can be realized at no or low cost as operating expense or self-funded capital expense enhancements. Because the optimizations pay for themselves in reduced energy costs!

Contact us today to explore just how green your operations can be with our full range of energy solutions.

Count on TD to give you the sustainable advantage for the good of your building – and the planet.

TD SUPPORTS HIGH-IMPACT GROWTH AT DENTON ISD



Background

Founded in 1882, Denton Independent School District sits roughly 30 miles north of Dallas. One of the fastest-growing school districts in the nation, Denton ISD has grown its campus space from 3.5 million sf to more than 6 million sf since 2007. With 45 K-12 schools and educational facilities, it has counted on TDIndustries to maintain and operate these facilities for 29 years.

Challenges

Denton ISD's growth has been great for development, but also has come with growing pains. The school district has additional utility and energy costs, as well as increases in energy monitoring costs. With so many new buildings rising every year, the district quickly became overwhelmed with its manual monitoring method. One Denton ISD employee was calling every campus each month, then sending the bills to TD's engineering team to plug into a spreadsheet. Through this inefficient process, data was often 6-8 months behind.

Solutions

TDIndustries provided two ways to combat these challenges:

Growing its facility maintenance team: As the district grew, TD's commitment did as well. TD flexed its labor and monitoring services to adequately fit the district's growing needs. With trained, onsite maintenance personnel, TD could control costs more efficiently than relying on service agreements. Currently, 25 Partners maintain and operate Denton ISD facilities.

Provide energy monitoring services: Using TD's energy tracking platform, TD automated the energy usage data and easily identified potential savings, problematic outliers, and improvements.

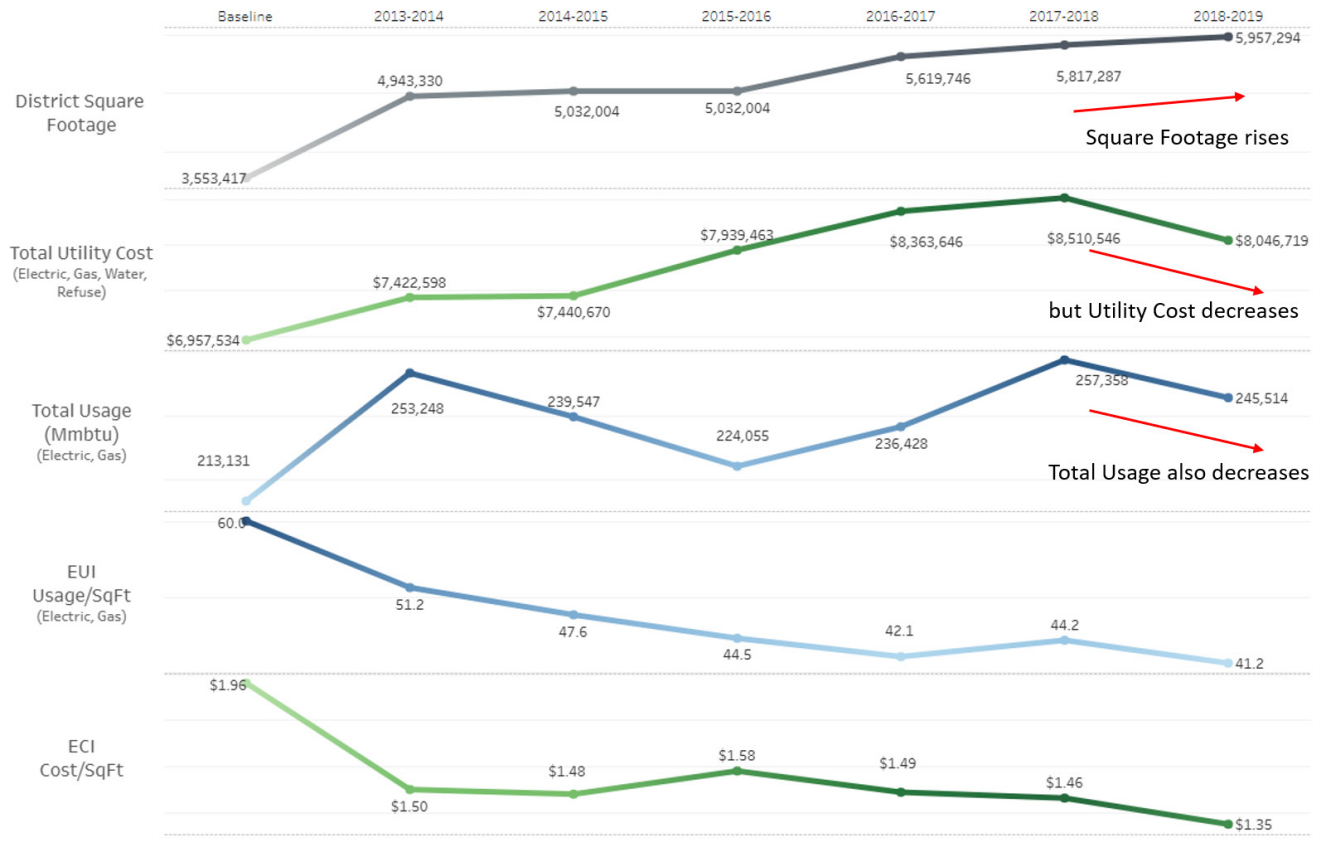
Benefits of IFM for Denton ISD

- Cost reduction/mitigation
- Improved efficiency
- Right-sized support
- Utility monitoring
- Predictable cost structure
- Minimize backlog
- Single point of contact
- Growth options for employees

TD PROVIDES SAVINGS OPPORTUNITIES FOR DENTON ISD



Utility Performance Trends



Between 2018 and 2019, total square footage rose, but utility costs and total energy usage decreased.

Results

In 2018, TDIndustries saved Denton ISD almost \$130,000 in utility bill savings – enough to hire two additional teachers, Superintendent Jamie Wilson said. These savings occurred while the total portfolio size increased from 5.8 million sf in 2018, to 5.95 in 2019. In that same time frame, total utility cost decreased from \$8.5 million to \$8 million, and total usage decreased from 257,358 million btu to 245,514. Additionally, TD’s energy monitoring service reduced natural gas costs by 25 percent. Beyond energy monitoring, TD’s energy tracking

program helped to identify a water usage spike. TD identified this data outlier as a water leak and promptly fixed it. Without the software, the utility company estimated that 10,000 gallons of water would have leaked before the problem would have been identified.

“We really work hard to find as many innovative ways as possible to get resources in the classroom,” Wilson said.

“One of the ways you do that is by having good partners who can help you do the different pieces that aren’t necessarily educating students, but they’re important for the work we do.”



Equipment Parts and Supplies

Type (e.g., Manufactured parts, emergency parts, miscellaneous material and supplies and other):	Manufactured parts, emergency parts, miscellaneous material and supplies
Brand Name(s) stocked:	Virtually unlimited. As specified by Customer or Customer Preference
Location of stocking parts:	Various
Standard Warranty (Parts and Labor):	One year labor and parts
Optional Warranty (Components covered and Labor):	Up to 10 years labor and parts
Estimated Lead/Delivery Time:	Varies depending on equipment parts/supplies selected
Percentage of locally stocked parts to delivered parts:	TDIndustries does not keep on hand parts or supplies. We utilize JIT supply chain management and are able to utilize our purchasing power to obtain parts in a timely manner.
Detail Features and Benefits:	Varies depending on equipment parts/supplies selected.

Financial Services

Type (e.g., Leasing, prompt and pre-payment discounts, guaranteed savings and other):	<ul style="list-style-type: none"> » Pre-payment/prompt payment discounts » Guaranteed Savings as required by State Statutes » As required by Customers
Describe type of each funding and availability:	TDIndustries offers pre-payment/prompt payment discounts as well as Guaranteed Savings as required by State Statutes (Energy Savings Performance Contracting) or as required by Customers.
Funding Sources (internal and/or external):	Internal and external
List key personnel (internal and/or external):	Evelyn Miller - CFO 13850 Diplomat Drive Dallas, TX 75234
References (public sector only):	<p>Bonding Agent: Ward & Moore Insurance Services 12700 Park Central Drive Suite 1440 Dallas, TX 75251 Contact: Doug Moore 214-221-8300</p> <p>Bank (since 1989): JPMorgan Chase Bank N.A. 2200 Ross Avenue, 8th Floor TX 1-2939 Dallas, TX 75201 Contact: Credit Department Bank Officer: Andra Phillips Andra.S.Phillips@Chase.com 214-965-3959</p>
Case studies describing benefits of services:	Please see the Denton ISD case study starting on page 31.

HVAC Refrigeration

Type (e.g., rotary, centrifugal, scroll, reciprocating, absorption):	Frick Compressors, Centrifugal, Scroll & Rotary Screw Compressor with 3 Step volume ration and continuous capacity control, Models 12-101
Cooling medium (e.g., air, water):	Air cooled & Water cooled
Brand Name(s):	Johnson Controls, Inc. / York
Capacity Range (tons):	210 to 6,000 Tons
Standard Warranty (Parts and Labor):	One year parts and labor
Optional Warranty (components covered and labor):	Up to 10 years parts and labor on all components
Estimated Lead/Delivery Time:	Depends on sizes and configurations
Location of Manufacturing (City, State, or Country):	Waynesboro, Pennsylvania USA
Range of Efficiencies (KW/Ton):	(740-21, 100 KW)
Estimated Market Share (North America):	60%
Provide example data on each type of product provided:	Please see Attachment G starting on page 123.
Detail Features and Benefits:	Quality, Satisfaction, and Reliability Energy Efficiency Engineered Control Systems Feature Q-Net Technology Guaranteed overall plant efficiency for cooling/heating
Other Manufacturers:	York, Copeland, Drake, Johnson Controls-Frick, TECUMSEH

HVAC Specialty Products

Type (e.g., modular, outside/inside, S&T heat recovery, humidity control, heat wheel, heat pipe, heat exchangers):	Heat Exchangers, Humidity Control, Heat Wheel, *Energy Recovery Units, Geothermal Heat Pump System, Ductless Systems, Oil Furnaces, Boilers
Brand Name(s):	Ex. Carrier
Heating Medium (electric, gas, steam, hot water):	Electric, Gas, Steam, Hot Water
Cooling Medium (e.g., DX Chilled Water):	DX, Chilled Water
Capacity Range (CFM and/or MBH):	1.5 to 2.5 MBH per 100 square Feet of total Building Feet 45 CFM to 7100 CFM
Standard Warranty (Parts and Labor):	One year parts and labor
Optional Warranty (components covered and labor):	Up to 10 years parts and labor
Estimated Lead/Delivery Time:	6-8 Weeks
Location of Manufacturing (City, State, or Country):	Collierville, Tennessee
Range of Efficiencies (KW/Ton):	9 SEER to 21 SEER
Estimated Market Share (North America):	35%
Provide example data on each type of product provided:	Please see Attachment G starting on page 123 and Attachment H starting on page 133.
Detail Features and Benefits:	Type: Wheel Nominal Airflow: 350 cfm Tilt Angle (Heating/Cooling): N/A Degrees Pressure Drop: 0.38 Inches
Other Manufacturers:	Mitsubishi, McQuay, Reem Ruud, Goodman, Lennox, Copeland, Magic Aire, TECUMSEH, Tecscoma, York, Johnson Controls

Installation and Turnkey Contracting

Type (e.g., retrofit, new construction, energy retrofit, controls new - and upgrade and other):	All types of Turnkey Contracting, Design/Build and Design Assist across all of TDIndustries specialties
Define Processes for each type install of the system or the equipment:	<p>We take a lifecycle view in planning, designing, specifying and installing our mechanical construction solutions. Whether it's a new design-build project, an expansion or retrofit, our long-range perspective, balanced with your priorities, creates the optimal solution.</p> <p>Through our experience, we have focused a great deal of effort in key areas of our mechanical construction to ensure safe, on-time, on-budget completion of systems that work, and work well. These advances include our deep resources, which enable us to self-perform all of our jobs; our pre-fabrication/manufacturing; our tools; and our startup process, which ensure successful commissioning.</p>
Bonding and licensing capabilities:	Virtually unlimited
List key personnel (factory, sub-contract, other):	Use Organizational Chart located on page 210-211.
References (Public sector only):	<p>Denton ISD Paul Andress Director of Operations 940.369.0230</p> <p>Texas State University Destiny Llamas HUB Specialist 512.245.6243.</p> <p>City of Maricopa Dan Leonard Facilities Manager 520.316.6949</p> <p>City of Houston Eric Alexander Senior Procurement Specialist 832.393.8704</p>
Case studies describing benefits of services:	Please see the following pages for a recent design-build project TD completed.

RAYTHEON CONTINUES THRIVING WITH DESIGN-BUILD METHOD



Located in Richardson, TX at the upscale CityLine mixed-use development, Raytheon’s new facility consists of three campus-style buildings designed to accommodate future expansion. With ideal security and privacy, a training room, full-service cafeteria, fitness center, an extensive data center, and a prime location near public transit and major freeways, Raytheon continues to thrive as a \$24 billion defense contractor in the LEED-certified facility.

The Situation

When Raytheon was looking to relocate nearly 2,000 employees from its original campus built in the 1950s, they envisioned a state-of-the-art facility that would include high security, diverse workspace options, flexible meeting rooms, an abundance of windows, aesthetic designs, and satisfying dining options to attract and retain top-notch engineers. Raytheon needed to be out by the time their lease ended in 15 months.

The owner, KDC, sought to provide a new home impeccably tailored to Raytheon’s culture, talent acquisition, and mission-critical needs. However, going from design to construction on a fast schedule wasn’t feasible through the conventional plan-spec method. Due to Raytheon’s nature of work, an expertise in working around sensitive compartmented information facilities (SCIFs) and other restricted areas was critical.

The Solution

By collaborating early through the design-build method, KDC and TD were able to tackle the aggressive timeline and later alterations with reliability and ingenuity. Weekly meetings with decision-makers, trusting relationships, and transparency played a pivotal role in streamlining the process. Constructability engineering, adequate manpower, minimal RFIs, and a no change-order guarantee were essential to completing the project on time and within budget.

Raytheon by the Numbers

- (2) three-story buildings
- (1) four-story building
- 500,000 sf approximate total
- (1) modular CUP
- Finished in six months

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TACKLING AGGRESSIVE TIMELINES WITH RELIABILITY AND INGENUITY



TD provided mechanical and plumbing engineering design and construction for the three buildings including two three-story buildings and one four-story building. The facility included a fully prefabricated modular central utility plant (CUP) measuring 45 feet by 20 feet. The plant was manufactured offsite and installed within one day of delivery. By utilizing modular construction of the CUP, critical savings included one month of labor, as well as, significantly reduced equipment costs. Additional work included chilled water serving building A with DX rooftops serving buildings B and C.

Some of the cost saving and value-added innovations provided by TD's constructability engineers included spiral duct instead of rectangular duct, plug and play reduced pressure zone (RPZ) device in wall connect manifolds in each breakroom, and therma-fusers with a grill for huddle rooms. TD's expertise in building data centers, healthcare facilities, offices, and government facilities provided the best in security throughout the project.

The Success

The conventional plan-spec route would have taken at least a year to complete Raytheon's new home, but KDC's decision to pursue the design-build method with TD resulted in a 500,000 sf facility being finished in six months. TD's LEED-accredited professionals collaborated with KDC and Raytheon to meet necessary standards and criteria, and delivered a sustainable, innovative facility without compromising on quality and performance.

Raytheon is a prime example of TD's turnkey capabilities. Our Controls and Service Teams were awarded the contract to complete the full life-cycle of the building.

TD Controls' knowledge of the project from their early involvement, with budgeting and designing the building controls, was key to the project's success – bridging the gap between our construction group and service as they began their service agreement for HVAC, electrical, fire/life safety, and automation.

"The performance of TD has not only met but surpassed our expectations for the Design-Build implementation. The D-B approach and the level of team work between TD and Walker Engineering has been key to the success of the project, allowing the team to be nimble, flexible and responsive to Raytheon's ever-evolving needs and still meet our contractual commitments."

– Mike Rosamond, KDC Executive VP

Invertors

Brand Name(s):	Ex. Carrier
Capacity Range (HO):	2.5 to 4Hz or 10 to 14HP on a 200HP Motor
Standard Warranty (Parts and Labor):	One year parts and labor
Optional Warranty (components covered and labor):	Up to 10 years parts and labor
Location of Manufacturing (City, State, or Country):	Collierville, Tennessee
Estimated Lead/Delivery Time:	Currently in stock for standard compressor needs and 3-5 days on specialty needs for invertors. The quantity of invertors could also result in a delay of lead time as well.
Estimated Market Share (North America):	35%
Provide example data on each type of product provided:	<p>Special Magnetic flux vector control VFDs Power Range: Single phase 1.5kw to 2.2kw 3 Phase Integrated RS485, Modbus-RTU communication Protocol 32 Bit high speed CPU special for ac motor controlling Built in braking unit the VFD Braking, 15kw Power to Lower</p> <p>Please see Attachment I starting on page 141 for more information.</p>
Detail Features and Benefits:	<p>High Performance Optimized voltage space Vector V/F algorithm and high efficiency VFD low Noise and low electromagnetic interference.</p> <p>Motor Speed monitor function allow smooth start for various loads such as centrifuges and de-watering machines anytime.</p>
Other Manufacturers:	ABB, Emerson, Liebert, Johnson Controls, York

LED Lighting Products

Type (e.g., LED area lights, Flexible LED Strips, Ceiling Lighting, Bulbs and Fixture Products, Other)	LED area lights, Flexible LED Strips, Ceiling Lighting, Bulbs and Fixture Products, and more
Brand Name(s):	Ex. Lithonia Lighting, Aquity, Eaton, GE, Cooper Lighting, and others.
Capacity Range (HO):	Varies depending on the product
Standard Warranty (Parts and Labor):	Five year limited parts warranty
Optional Warranty (components covered and labor):	N/A
Location of Manufacturing (City, State, or Country):	Multiple Locations (varies depending on product)
Estimated Market Share (North America):	\$90.53
Provide example data on each type of product provided:	Please see Attachment J starting on page 152.
Detail Features and Benefits:	Energy savings and less maintenance cost
Other Manufacturers:	Countless others

Professional Services

Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other):	Engineering, Design, Drafting, Architectural, Data Management
Describe type of each professional service and availability:	<p>In terms of our Design-Build capabilities, our theory is that your mechanical system is the engine-the-heart of your facility. When your system is running smoothly and seamlessly, your business hums along. That's why you can rely on TDIndustries to deliver superior results with anything you can hand us new systems, expansions or change-outs. We bring several innovations to the table including:</p> <p>Mechanical Engineering services for Design Build HVAC/ Plumbing and DDC Controls, Building Information Modeling for HVAC/Plumbing design/duct/pipe fitting/prefabrication. LEED certification for Design/Build & Assist Projects.</p>
Licensing and certification capabilities:	TDIndustries has several licensed registered Engineers and LEED accredited professionals. Certified Energy Manager (CEM)
List key personnel (internal and/or external):	All work performed by TDIndustries Engineering Group
References (public sector only):	Lone Star: Greene's Point Campus - Houston, TX Wendy Hipes: 713-996-2799
Case studies describing benefits of services:	Please see the following pages.



At the Heart of Your Building

Lone Star College

Situation

Lone Star College is a higher education system based in Texas that serves the local communities of Houston, Conroe and The Woodlands. TDIndustries (TD) provides Facility Management Services to five of Lone Star College's campuses, encompassing more than 1 million square feet of campus space. Before TD began work, the Lone Star College System was managing the maintenance operations with their own employees. The operations at these North Harris campuses were outsourced to TDIndustries Facilities Partners to allow the Lone Star managers the ability to focus on their business of educating the 18,000 students that attend these campuses.

Case Study

Facilities Management & Energy Solutions

**PARTNERS
PROVIDE SOLID
FACILITIES
MANAGEMENT
AND ENERGY
SOLUTIONS AT
THE NORTH
HARRIS CAMPUS**



Solution

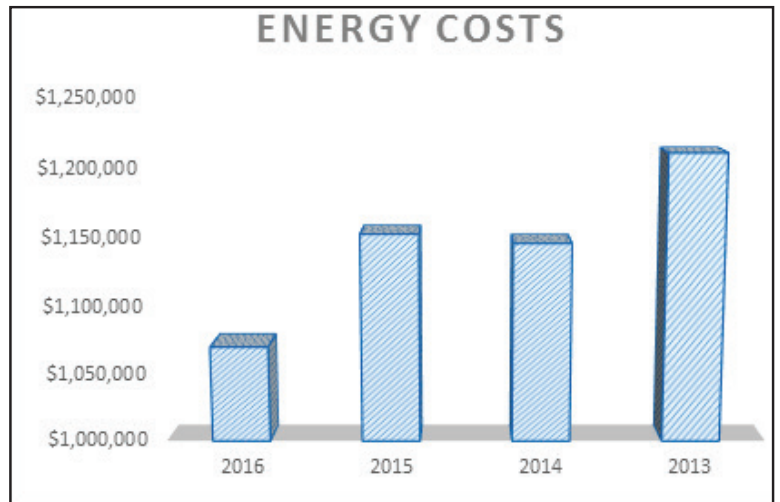
TD brought its industry-leading capabilities with critical systems and technician management. Using a hybrid staffing model, TD was able to bolster Lone Star College's existing facilities team. Through continued efforts with safety training, efficient scheduling in the equipment maintenance and work order system, TD's onsite team has been a renewed asset to the campus staff.

Success

The total facilities management approach employed at the Lone Star College System, has allowed TD to do more with less. The existing Lone Star facilities personnel are key to the daily campuses deliverables. TD has provided ancillary management of this team to control daily operations, allowing the TD staff the ability to build additional value offerings for the customer.

An initial water savings project at the North Harris Campus was started within the first six months of the contract starting. TD invested an additional \$17,250 annually to upgrade the water treatment control, monitoring, and chemical feed equipment. Experienced TDPartners also saw an opportunity to reduce costs by correcting and metering the blowdown from the cooling tower. TD capitalized on water treatment recommendations to change the make-up water feed to the cooling tower and use less total water for cooling. All of these program changes and upgrades aided in removing mineral deposition from the equipment in the central plant. The efforts improved the efficiency of the campus HVAC equipment and uncovered a healthy operations cost savings for the Lone Star North Harris Campus. These gained efficiencies lead to a total utility cost reduction of \$59,643, in the 2016 fiscal year.

Savings aside, the customer is pleased with TD's ability to provide full facilities management with an impeccable safety record – 100% no incidents – and both parties look forward to a long and prosperous relationship.



From maintaining aesthetics to management of Lone Star College's staff, the full range of services includes:

Mechanical, electrical and plumbing (MEP) services

Landscaping

Elevator maintenance

Housekeeping and related paper products

Pest control

Fire, life and security systems

Specialized roofing

Building automation systems



www.tdindustries.com



Health & Biomedical Sciences Center Case Study

The University of Houston Accelerates Biomedical Center Construction

TDIndustries Establishes Milestones and Meets Them

The University of Houston's (UH) Health and Biomedical Sciences Center Building is an approximate 172,000 square foot, six-story building with a mechanical penthouse connected to UH's College of Optometry. The \$68 million research and patient eye-care facility was designed using green/sustainable principles and includes an ambulatory surgical center, The Laser Center, specialized research laboratories, animal care facilities, offices, seminar spaces, a new conference facility, and classrooms. The project also includes the construction of a 16,000 square foot satellite central plant to support the new facility.



tdindustries.com

The Situation

In its trek to achieve Tier One status, UH has embarked upon a major capital projects initiative. The Health and Biomedical Sciences Center (HBSC) Building represents a bold step toward becoming an integrated, cross-disciplinary research facility necessary for a Tier One university.

UH engaged Tellepsen Builders as the Construction Manager at Risk for the project. Tellepsen turned to TDIndustries to construct the central plant that will support the new facility.



UH set an aggressive construction schedule with a start date of November 2010 and an expected completion in late 2012. One of the major milestones was for the structure to be "air on" within six months of the start date.

The Solution

TD quickly focused on the schedule and developed its plans to meet milestones while working on a restricted jobsite connected to an occupied facility. Expectations were for an extremely fast schedule, beginning with 80% documents and having the majority of the rough-in completed with "air on" by the six month deadline.

TD's scope included:

- Building a completely independent 2, 250 ton central plant with cooling tower and associated pumps and pipe valve fittings, and
- Installing high pressure steam boilers that provide steam to water heat exchangers, steam to clean steam heat exchangers and clean steam to the Vivarium on Level 6.

Elements of TD's processes and technologies to meet scope deliverables included:

- Building Information Modeling (BIM) to provide 3-D coordination in the planning phase, and
- Prefabrication of central plant and skid mounted systems along with air handling unit hookups.

These tactics proved invaluable in accelerating the pace of work and TD's ability to meet the client's milestones.

The Success

TD met the "air on" date and the project is on schedule for its 2012 completion date. Tellepsen has been impressed with TD's ability to respond to changing situations in a timely and professional manner, its attention to precision work and its commitment to safety.



Pumps

Type (e.g., single stage, split case, end suction, inline, circulator, turbines):	Single stage, Split Case, End Suction, Inline, Circulator, Turbines, Domestic Cold Water, Waste Water Dosing and Disinfection, Multi Stage*, Systems Chill Water, Systems Hot Water, Centrifugal Pumps, Screw Pump, Gear Pump, Vacuum Pump, Any Type pump for application needs
Brand Name(s):	Ex. Sulzer
Capacity Range (GPM):	Any GPM can be manufactured as required for Job/Project
Standard Warranty (Parts and Labor):	One year parts and labor
Optional Warranty (components covered and labor):	Up to 10 years parts and labor
Estimated Lead/Delivery Time:	6-8 Weeks or unless pump is in stock
Location of Manufacturing (City, State, or Country):	Easley, South Carolina Portland, Oregon Houston, Texas
Range of Efficiencies (KW/Ton):	65% Minimum 85% for motors up to 15kw 90% for motors above 15kw
Estimated Market Share (North America):	20%
Provide example data on each type of product provided:	Please see Attachment K starting on page 182.
Detail Features and Benefits:	<p>Multiphase Pumps:</p> <ul style="list-style-type: none"> » Helicoaxial stages axially compress the effluent to avoid separation and gas binding » Stage design changes to compensate for gas compression through the pump » Horizontal (onshore) or vertical (subsea) configurations to fit the application » Subsea qualification testing and JIP projects welcomed » Variety of sizes available from 1 to 10 MW to suit the field development, production and decline <p>Main Applications</p> <ul style="list-style-type: none"> » Remote or subsea multiphase pressure boosting <p>Main Design Features</p> <ul style="list-style-type: none"> » Helicoaxial stages » Cartridge construction for retrofitting ease as field conditions change » Sulzer pressure boundary design experience to 1000 bar » Variety of performances: single-phase, multiphase or hybrid » Variety of performances: Motor, GT, high-speed permanent magnet motor, etc.
Other Manufacturers:	Myers, Gundfos, Sta-Rite, Hydroflo, Bell & Gossett, Pumps, Goulds

Refrigeration Products

Type (e.g., display cases, refrigeration systems, glass doors and lids, walk-in products, others:	Display Cases, Refrigeration Systems, Glass Doors and Lids, Walk-in Products
Brand Name(s):	Ex. Frick, Trenton, amcot
Provide example data on each type of product provided:	Please see Attachment G starting on page 119.
Other Manufacturers:	United Refrigeration, Barsco, ISI, and Baker

Service & Maintenance

<p>Type (e.g., Preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning) (e.g., duct, coils, and filters):</p>	<p>(Oil, refrigerant, vibration, chemical analysis, annuals, full maintenance, preventative maintenance)</p> <p>We offer complete HVAC, Plumbing, and Electrical scheduled maintenance services</p>
<p>Define Processes for each type of services and/or maintenance of the system or the equipment:</p>	<p>Service, Repair, Replacement and Maintenance of HVAC equipment (including but not limited to Air Cooled and Water Cooled Chilled Water Systems, Split Systems, Package Units, Computer Room Air Conditioners, Variable Frequency Drives, Fan Powered Boxes, and VAV boxes). Maintenance includes performing, at designated intervals, annual and routine planned maintenance inspections of HVAC equipment per manufacturer's specifications and requirements with the goal of extending the equipment's useful life through proper operating conditions. Inspections will include a combination of assessments and cleaning of condensers, evaporators, coils, condensate lines and drains, filters, belts, electrical connections and safeties, refrigerant systems, heaters, blowers, bearings, and motors. Equipment will also be inspected for proper airflow, pressures, temperatures, and operating issues such as short cycling, vibrations and noises.</p>
<p>List of key personnel (factory, sub-contract, other):</p>	<p>Please see Org Chart on pages 210 and 211.</p>
<p>References (public sector only):</p>	<p>Please refer to proposal references on page 278.</p>
<p>Case Studies describing benefits of services:</p>	<p>Please see below.</p>



Lake Dallas ISD – Lake Dallas, Texas

TD services a variety of schools in Lake Dallas ISD to make sure that their HVAC and refrigeration equipment is highly functional and passes inspection. Our technicians are on call to help ensure that equipment is operating efficiently and reliably, especially during peak seasons. Scheduled maintenance includes HVAC preventative measures, commercial refrigeration, filters, building automation control systems support, rooftop units, ice machines, split systems, and air unit planned maintenance tasks.

Site Surveys

Type (e.g., equipment, system analysis, operational, architectural and other):	(Equipment, system analysis, operational architectural) Equipment, system analysis, lifecycle cost analysis, design-build/assist, preparation of as built diagrams, 3D modeling of plant, piping, ductwork, etc.
Describe type of survey:	In-house capabilities, complete building modeling for System Analysis/Energy use modeling, etc.
Licensing and certification capabilities:	Certified Energy Managers - Association of Energy Engineers. Licensed Engineers
Advanced technology uses for each type of survey:	With new, and existing facilities, generating ongoing energy savings can be achieved through a comprehensive monitoring-based commissioning (MBCx) process to ensure that all building systems remain “in tune”. It is common knowledge that buildings rarely perform as intended.
List key personnel (internal and/or external):	TDIndustries Engineering Group
References:	<ul style="list-style-type: none"> » Texas Women's University, Denton Campus » George Bush Intercontinental Airport, Houston » University of Texas, Arlington » Fountain Place, Dallas » City Place, Dallas
Case studies describing benefits of services:	<p>UT Arlington:</p> <ul style="list-style-type: none"> » Chiller efficiency caused by evaporator approach which is never a part of the commissioning agents scope repaired by the Mfg. under warranty » Cooling Tower VFDs had issues repaired by the Mfg. representative under warranty » Cooling Tower performance issues and improper flow meter installation issues identified <p>TWU Denton:</p> <ul style="list-style-type: none"> » TWU Denton has 3 chillers, 115 data points with a service cost of \$27,400/year » The average plant operating cost avoidance is 15.5% or \$44K annually

Startup and Commissioning

<p>Define process for validation of system or equipment operation to design:</p>	<p>Commissioning is a systematic documented process to ensure that facilities, systems, and equipment meet established design requirements and operation design intent.</p> <p>The Commissioning process verifies the following:</p> <ul style="list-style-type: none"> » The equipment that was specified for installation was properly installed per engineer design and the manufacturer's recommendation. » Functions within designed airflow, design pressures and performance and functions per purpose. » The operation and design criteria was meet and performance is demonstrated to the engineer and owner. » Demonstration to the owner on proper preventive maintenance requirements per the manufacturer's recommendation to maintain warranty requirements and are performed to train the owner of the equipment.
<p>Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M&V verifications, rebate auditing, other):</p>	<p>Start-up</p> <p>Prior to starting equipment or systems, obtain and review manufacturer's installation, starting and operating instructions</p> <p>Use manufacturer and supplier's trained personnel where necessary to maintain validity of manufacturer's warranty</p> <p>Compare actual installation with manufacturer's recommended installation. Correct deviations detrimental to equipment performance prior to starting equipment.</p> <p>Refer to the contract regarding the requirement of pre-existing and/or owner furnished equipment</p> <p>System Checkouts: Air Handling Units, Chilled Water Coils, Chiller(s), Cooling Tower(s), Boiler(s), Deaerator(s), Condensate Pumping Unit(s), VAV/CT Terminal Box(es), Chilled Water, Cold Water, Heating Hot Water Pump(s), Steam and Condensate piping, Heating Water Piping, Steam and Condensate Piping.</p> <p>Control Verification: The commissioning process starts with verifying the control inputs and outputs on a point-to-point basis. Calibration of each analog input and output using an independent and certified measurement device for temperature, pressure, and accurate readings on the graphics. The test will also include the sequences of operation in all normal modes and verify the points against the intended functionality of the system as a whole.</p> <p>Retro Commissioning: Retro commissioning is a process that seeks to improve how building equipment and systems function together. Depending on the age of the building, retro commissioning can often resolve problems that occurred during design or construction, or address problems that have developed throughout the building's life.</p>

List key personnel (factory, sub-contract, other):	<p>Tasos Banos Sr. Vice President TDIndustries</p> <p>Peyton Hill Operations Manager</p>
References (Public sector only):	<p>Memorial Hermann Pavilion II 6411 Fannin Street Houston, Texas 77030 Chris Barrow - Project Manager 713.996.2459</p> <p>Memorial Hermann Katy 23900 Katy Freeway Katy, Texas 77494 Chris Barrow - Project Manager 713.996.2459</p> <p>University of St. Thomas Chase Morris - Project Manager 832-309-2646</p>
Case studies describing benefits of services	<p>Scott White Hospital Dollar value of the Agreement to date: \$27,168,746 Dollar value received relative to the Cx: \$1,245,000</p> <p>MD Anderson Cancer Hospital Dollar value of the agreement to date: \$350,000,000 Dollar value received relative to the Cx: \$2,500,000</p> <p>Performed commissioning tasks and acted at the commissioning agent, performing design document and submittals reviews, oversaw the development of the commissioning plan, start-up, and pre-functional, and functional test procedures. Witnessed the pre-functional and functional tests of the MEP systems, and developed a detailed corrective action log which the contractor was required to implement. Witnessed the retesting of deficient systems, and observed and verified owner training was successfully completed, no delays were on this project.</p>

Unitary

Type (e.g., rooftops, split systems, VRFs, heat pumps, PTACs, water-source, mini splits):	Rooftops, *Split Systems, DX, VRFs, Heat Pumps, PTACs, Chill/Hot Water
Brand Name(s):	Johnson Controls / York
Capacity Range:	RTUs 25, 30, and 40 Tons RTUs 50 through 65 Tons Series 100 Single Package Units
Heating Medium (Electric, Gas, Steam, Hot Water):	Electric, Gas, Steam, Hot Water
Cooling Medium (DX, Chilled Water):	DX, Chilled Water
Standard Warranty (parts & labor):	One year parts and labor
Optional Warranty (components covered & labor):	Up to 10 years parts and labor
Estimated Lead/Delivery Time:	6-8 Weeks
Location of Manufacturing (City, State, or Country):	Collierville, Tennessee
Range of Efficiencies (EER, SEER, COP):	Up to 16 SEER, Energy Star Qualification
Estimated Market Share (North America):	40%
Provide example data on each type of product provided:	Please see Attachment L starting on page 186. 1.5 to 5 Ton 208-230 Volts Heavy Gauge Galvanized Steel Construction Single Stage Scroll Compressor
Detail Features and Benefits:	Models meets the Department of Energy's higher EER rating required to meet the region's minimum efficiency.
Other Manufacturers:	Carrier, Mitsubishi, Rudd, McQuay, Reem, Goodman, Lennox, Trane, Greenheck

Warranty

Type (e.g., Extended parts & labor, define maximum number of years available, delayed start-up and other):	Extended parts & labor up to 10 years, delayed start-up
Define processes for each type of warranty:	<p>Priced as an option to Customer-lowest lifecycle cost at time of purchase.</p> <p>All equipment warranties on all products installed by TDIndustries are captured in a master database - New Construction/Retrofit, & Service replacements. Should a warranty claim arise, the database provides the feedback loop to our Project Managers to initiate the warranty claim with the appropriate manufacturer, dealer or distributor. Turnaround time is dependent on the Supplier, but TDIndustries will leverage our size and buying power to help Suppliers prioritize our replacement delivery and if necessary, we will provide temporary heating/colling if the problem leaves our Customer without comfort in the meantime.</p>
List key personnel (factory, subcontract, other):	Please refer to Org Chart on pages 210 and 211.
References (public sector only):	<p>Denton Independent School District - 2 years parts and labor</p> <p>Richardson Independent School District - 2 years parts and labor</p> <p>Fr. Stockton Independent School District - 5 year parts and labor</p>
Case studies describing benefits of services:	<p>Lone Star College Woodlands, a customer on Facilities Preventive Maintenance agreement, found five IT rooms were not cooling. This caused the door to stay open and dependent on the building cooling system to remove the heat load from the equipment rooms. After investigating, it was found that the liquid line set was not installed per manufacturer's requirements and was missing a Freon trap system. This caused all the oil to relocate in the evaporator coil instead of the compressor, which is required for lubrication, causing the compressor to fail as well as several electrical safety devices in the system. TDIndustries acting as the warranty administrator for the project was able to order all five compressors which were no longer manufactured and locate several electrical safety devices for the system and install the trap system required fore proper colling to the IT areas in the building.</p>



Houston Community College Case Study

Houston Community College Nets Sustainable Results

TD Industries Puts its Skilled Team on Campus

Houston Community College (HCC) serves more than 70,000 students with 66 facilities covering 623 square miles. TD Industries maintains and services all of HCC's campus facilities.



tdindustries.com

The Situation

More than 40 TD facility partners support the HCC system. They provide all mechanical, electrical and plumbing services, including:

- HVAC systems,
- general maintenance,
- preventive and corrective maintenance,
- elevators and wheelchair lifts,
- building automation systems (BAS),
- building energy management systems (BEMS),
- building security systems (BSS),
- fire life safety equipment (FLSE, and
- computerize maintenance management system (CMMS) .



With its large geographic area and customer base, TD's challenges include:

- Managing and controlling the budget,
- Serving multiple locations and reaching them in Houston's high traffic corridors,
- Keeping customers, including students, faculty, administrators and visitors, satisfied,
- Dealing with fast transitions of less than 30 days,
- Maintaining and improving system reliability, and
- Attracting and retaining good technically competent managers and technicians.

Along with on-site facilities support, TD Industries provides incremental service and support from the company's Houston branch office. TD's goal with the HCC is to ensure a mutually responsive partnership that considers both short and long-term facilities needs and costs.

The Solution

For technical support, TD employs the Maximo Computerize Maintenance Management System (CMMS). TD has also designed and implemented a preventive maintenance program based on the reliability centered maintenance (RCM) approach. In addition, TD has implemented a do-it-now (DIN) team to respond to customer needs.

One of the greatest transitions for HCC was moving from outsourcing to multiple vendors to bringing their facilities work back in-house and using additional resources as needed. To effectively make this transition, TD met with existing suppliers and evaluated those outsourced activities versus on-site work.

TD recommended that the majority of the facilities work move back on-site with TD staff and M/WBE Business Partners. The outcome was a zone maintenance approach along with a highly skilled all zone Business System Group, M/WBE business partners and backup support from TD's Houston branch office. This team composition has enabled rapid response to on-site maintenance requirements.



In order to meet TAMU's requirements for HVAC components and installations, TD procured and installed the following:

- 5 Air Handling Units
- 1 Outside Air Handling Units
- 8 Fan Coil Units
- 16 Airflow Monitoring Stations
- Two 20 hp Chilled Water Pumps
- Two 7.5 hp Heating Hot Water Pumps
- 2 Sound Attenuators
- 107 Fan Powered Terminal Units
- 128 Single Duct VAV Terminal Units
- Siemens was subcontracted to perform the installation of the Building Automation System, and integrate it to the main network on campus.
- Sound and acoustical accommodations were made to the HVAC system and the vertical storm drain risers with added insulation.
- More than 170,000 pounds of ductwork including double wall spiral and over seven miles of piping were fabricated in TD's manufacturing facility.

The Success

The project was completed on time and on budget. Skanska USA and TAMU were impressed with TD's proactive communications, BIM leadership role and periodic safety audits conducted throughout the project.

TD was also recognized for the firm's professionalism in working with other trades and the owner's representatives.



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Texas A&M LAAH Building Case Study

Delivering a Sustainable Performance Facility for Texas A&M

TD Focuses on Best Practices for Higher Education Project

The Liberal Arts and Humanities Building (LAAH) is a five-story, 125,000 square-foot facility located in the historic core of Texas A&M University's flagship campus in College Station, Texas. The \$46 million building is the first to be designed specifically for instruction and scholarship in the arts and humanities. Designed to meet LEED silver rating, it will contain faculty offices, classrooms, computer-based teaching classrooms, theater performance studios, music practice and rehearsal rooms, recording studios and music teaching labs.



tdindustries.com

The Situation

The Texas A&M University System's Office of Facilities Planning and Construction (OFPC) is committed to excellence in design and sustainability in the construction and renovation of buildings for all A&M System facilities. All new construction must meet Leadership in Energy and Environmental Design (LEED) Silver standards. The OFPC also develops guidelines that affect every aspect of a building's design, operations, maintenance, sustainability and energy performance.

In January 2011, Texas A&M University (TAMU) awarded Skanska USA the contract to build the LAAH facility with a targeted completion date of the summer of 2012. The building was designed by Brown Reynolds Watford (BRW) Architects. Shah Smith & Associates acted as the MEP Engineer. Skanska USA engaged TD Industries under a hard bid or lump sum contract to provide HVAC services on the project.

TAMU's goals for the project were:

1. For the building to meet its sustainability guidelines;
2. For the project to be completed on time and on budget;
3. For a safe, clean jobsite; and
4. For construction to be conducted with as little disruption as possible to campus activities.

The building's location in the center of the campus created some logistical issues which required significant coordination of numerous trade subcontractors and the placement/storage of material and equipment. In addition, all trades had to allow for scheduling in order to meet TAMU's requirement that all trade contractors participate in its inspections and re-inspections during each phase of construction.

The Solution

TD prides itself in designing and constructing HVAC systems that meet the most stringent sustainability guidelines regarding air quality, acoustics, lighting, energy efficiency, system automation and controls and water conservation. TD is also adept in its use of Building Information Modeling (BIM) and takes a leadership role in leading the BIM process with other trades.





Houston Community College Case Study

Houston Community College Nets Sustainable Results

TDIndustries Puts its Skilled Team on Campus

Houston Community College (HCC) serves more than 70,000 students with 66 facilities covering 623 square miles. TDIndustries maintains and services all of HCC's campus facilities.



tdindustries.com

The Success

By completing the majority of the work on-site with highly trained TD personnel, two major benefits were achieved for HCC:

1. Increased customer response time and satisfaction, and
2. Budget efficiencies.

TD helped HCC succeed in reducing costs and improving life cycle operations by redesigning HCC's current operations and applying new technologies and a skillful team of technicians to maintain and support HCC's facilities.

By improving reliability and system comfort, HCC has experienced fewer corrective calls due to TD's improved preventive maintenance system. Monthly reporting enables TD to manage costs and performance.

Best of all, savings per year has been \$2 million with a projected \$10 million over the life of the 5-year contract.

For large campus solutions, TD's truck-based service, fire and life safety department, building automation controls (BAS) and special projects departments provide the depth and resources that deliver sustainable results.





Product Title	Building Type / Size	Typical Sales Leader	Sales Process
Energy Solutions	<ul style="list-style-type: none"> • Greater than 100,000 sq/ft • Multi Building Campus • Large Process Loads 	<ul style="list-style-type: none"> • Special Projects, Business Development Manager 	<ul style="list-style-type: none"> • Miller Heiman Sales Process
TDSaves	<ul style="list-style-type: none"> • Less than 100,000 sq/ft 	<ul style="list-style-type: none"> • Truck Based Service, Business Development Manager 	<ul style="list-style-type: none"> • Sandler Sales Process

Characteristics of a Sale

- Sold to Owners of Buildings
- Follows a Structured Sales Process that includes an Energy Audit
- Reduced operating costs pay for project and services
- Negotiated at the Executive Level
- Includes ongoing Measurement and Verification (M&V) of savings
- Can include an Energy Savings Guarantee
- Includes Multi-Year Support Services
- Often includes utility incentives and financing

Partial List of Energy Conservation Measures
HVAC

- Replace worn-out inefficient equipment
- Install variable frequency drives
- Perform retro-commissioning
- Install/upgrade, integrate building control systems
- Chiller Control Systems

Plumbing

- Water Saving Fixtures
- Intelligent Irrigation Controls
- Replace inefficient boilers and water heaters
- Solar Thermal

Electrical

- Lighting Fixture Retrofits
- Power Factor Correction
- Demand Response Program
- Solar PV

Support Services

- Service Agreements
- M&V Services
- Building Performance Management (**utiliVisor**)

This information outlines the “Go to market Strategies” Using Utility Savings as the Value Proposition

- It is to be used as a guideline helping you make the right decisions on the type of proposal, presentation and product offering.
- It also instructs you on which sales technique is appropriate for a given job opportunity.
- Following these guidelines as closely as possible increases the chances for better customer relations and higher margins.

TAB 3 - PERFORMANCE CAPABILITY

TAB 3 CONTENTS:

APPENDIX D, EXHIBIT A, OMNIA PARTNERS RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

APPENDIX D, EXHIBIT B, OMNIA PARTNERS ADMINISTRATION AGREEMENT PRIOR TO CONTRACT AWARD

APPENDIX D, EXHIBITS F, FEDERAL FUNDS CERTIFICATIONS AND G. NEW JERSEY BUSINESS COMPLIANCE

OFFEROR'S POLICIES

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ CS _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ CS _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES CS Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

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

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES CS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: TDIndustries, Inc.

Address, City, State, and Zip Code: 9525 Derrington Rd. Houston, TX 77064

Phone Number: 713-996-3121 Fax Number: _____

Printed Name and Title of Authorized Representative: Crystal Seiler, PST Manager

Email Address: crystal.seiler@tdindustries.com

Signature of Authorized Representative:  Date: 6/26/20

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

9. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

10. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

12. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 29 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

13. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

14. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
15. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (4) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

16. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

17. Byrd Anti-Lobbying Amendment.

- c. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- e. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- f. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, TDIndustries, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS


Signature of Contractor's Authorized Official

Crystal Seiler, PST Manager
Name and Title of Contractor's Authorized Official

6/26/20
Date

18. Procurement of Recovered Materials.

- g. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- h. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- i. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- j. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

19. Additional FEMA Requirements.

- k. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

I. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

m. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

n. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(4) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

20.DHS Seal, Logo, and Flags.

o. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

p. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

21.Compliance with Federal Law, Regulations, and Executive Orders.

q. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the

APPENDIX D, EXHIBIT F, FEDERAL FUNDS CERTIFICATIONS

contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- r. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

22.No Obligation by Federal Government.

- s. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- t. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

23.Program Fraud and False or Fraudulent Statements or Related Acts.

- u. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- v. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: TDIndustries, Inc.

Address, City, State, and Zip Code: 9525 Derrington Rd., Houston, TX 77064

Phone Number: 713-996-3121 Fax Number: _____

Printed Name and Title of Authorized Representative: Crystal Seiler, PST Manager

Email Address: crystal.seiler@tdindustries.com

Signature of Authorized Representative:  Date: 6/26/20

APPENDIX D, EXHIBIT G, NEW JERSEY BUSINESS COMPLIANCE

Not Applicable.

TAB 4 - QUALIFICATION AND EXPERIENCE

TAB 4 CONTENTS:

QUALIFICATIONS

EXPERIENCE

FIVE REFERENCES

QUALIFICATIONS AND EXPERIENCE

Provide a brief history of the Offeror, including year it was established and corporate office location.

TDIndustries- A Partnership of the Spirit

Dallas Headquarters: 13850 Diplomat Drive, Dallas, Texas, 75234

Founded in 1946, TDIndustries has developed into one of America's premier facilities service and specialty construction companies. We are among the top 60 specialty Environmental / Mechanical/ Plumbing and Service companies in the United States and among the top three in Texas.

By creating a partnership with you, our customers, we are able to fulfill all your indoor environment needs through our diverse mix of lifecycle services and value-based solutions. TDIndustries is also among the most experienced facility construction companies in Texas. We know how to stage a project in an occupied building/campus setting, plan and implement the work with minimal disruption to the business at hand. In addition, our large pool of experienced technicians and installers gives TDIndustries the ability to deliver large-scale construction projects all at once in multiple campuses or in individual stages.

TDIndustries customers and employees work to fulfill our mission: We are committed to providing outstanding career opportunities by exceeding our customers' expectations through continuous aggressive improvement.

In-House Capabilities and Services – Our goal is to help you make the most of your investment in a facility. TDIndustries capably provides self-performed construction, installation, service and operations for the following systems that serve Government Entities existing facilities or groundup construction projects.

- » Energy Savings Performance and Management Solutions
- » Facilities Maintenance and Operations / Facilities Management Services
- » Building Automation Systems/Systems Integration Services
- » Heating, Ventilation and Air Conditioning
- » Plumbing / Electrical / Refrigeration
- » Process and High Purity Piping
- » Life Safety Systems
- » Site-based Facilities Management Services

We believe that having more in-house capabilities than our traditional competitors adds tremendous benefit to Government Entities.

QUALIFICATIONS AND EXPERIENCE

ii. Describe Offeror's reputation in the marketplace.

The proof of our reputation is that our clients come back to us time and time again, which has allowed TDIndustries to grow to be the largest mechanical contractor in the southwest with 74 years of success. The core values for TDIndustries are to build and maintain trusting relationships, Fiercely protect the safety of all partners, Lead with a servant's heart, Passionately pursue excellence, and Celebrate the power of individual differences.

iii. Describe Offeror's reputation of products and services in the marketplace.

TD has grown to be the largest mechanical contractor in the southwest because we know our products and deliver the highest quality in service, construction, and our preconstruction expertise. Delivering high quality products since 1946 has allowed us to leverage our relationships with our distributors and suppliers to outfit our customers with the highest quality at the best price.

iv. Describe the experience and qualification of key employees.

In each of our twelve offices, we have dedicated TD partners who are focused on the Turnkey Retrofit and Services needed to satisfy any project work that is contracted through OMNIA. The facilities services include design, construction, maintenance services, energy management, building automation and controls, training, and support. TD will dispatch/assign the appropriately skilled technician to fulfill the technical degree of each project.

To appropriately staff each project with licensed technicians, TD goes above and beyond to license each technician to support continuous aggressive improvement by doing year round training for all partners. In 2019 our partners participated in 80,342 hours of training.

v. Describe Offeror's experience working with the government sector.

TDIndustries has a long standing relationship with many areas of the government and has been extremely successful in those relationships. This is seen with TD's contract renewals with the State of Texas, the public school systems, city contracts, and confidential secure locations.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

TDIndustries Legal Statement:

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

Sheri L. Tillman

Sheri L. Tillman

Corporate Counsel TDIndustries | www.tdindustries.com Office 972-888-6844 | Cell 972-375-3603

QUALIFICATIONS AND EXPERIENCE

vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

ARIZONA

City of Maricopa
Dan Leonard - Maintenance Coordinator Public Works
P: (602) 513-2495
E: Daniel.Leonard@maricopa-az.gov
Maricopa, AZ
Years Serviced: 5 years
Description: HVAC, Plumbing, Restaurant, Electrical, General Services, and Change Out Projects
Annual Volume: \$340,381

HOUSTON

Houstonfirst Corporation
John Gonzalez - Vice President
P: (713) 853-8299
E: John.Gonzalez@Houstonfirst.com
Houston, TX
Years Serviced: 11 +
Description: Full facilities contract
Annual Volume: \$5.2 Million

FORT WORTH

Arlington ISD
David Jackson - HVAC Supervisor
P: (682) 867-7639
E: djackso7@aisd.net
Arlington, TX
Years Serviced: 3 years
Description: Boiler preventative maintenance , HVAC, and plumbing demand service, special project construction mechanical change outs
Annual Volume: \$700,000

AUSTIN

Texas State University
Jeremy Stolfa Assistant Athletic Director
P: (512) 245-2023
E: stolfa@txstate.edu
San Marcos, TX
Years Serviced: 5 years
Description: HVAC & Commercial Refrigeration
Annual Volume: \$150,000

DALLAS

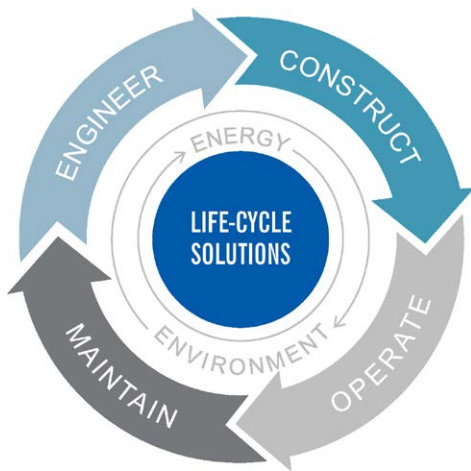
Communities Foundation of Texas
Beverly Garner Senior Director, Property and Facilities
P: (817) 823-4884
E: Rbgarner@cftexas.org
Dallas, TX
Years Serviced: 6 years
Description: HVAC maintenance contract for Chiller, cooling towers, AHUS, Condenser Pumps, ect., T&M work for other trades also for Plumbing, CRFES, and electrical
Annual Volume: \$91,000

SAN ANTONIO

Fort Stockton ISD
Robert Stallard - Director of Operations
P: (432) 336-4039
E: Robert.Stallard@FSISD.net
Fort Stockton, TX
Years Serviced: 1 year
Description: HVAC Services Contract
Annual Volume: \$300,000

QUALIFICATIONS AND EXPERIENCE

viii. Provide any additional information relevant to this section.



LIFE-CYCLE SOLUTIONS

Unlike most mechanical construction providers, TDIndustries is also a full service design, facility management and demand-service provider.

By being a life-cycle mechanical contractor we are able to offer our customers a “one-stop shop” solution for our customers. We understand the unique requirements of critical operating systems.

SAFETY

COVID-19 PROTOCOL

With COVID-19 affecting the economy in a negative way, companies have found themselves in a recession-like situation, faster and earlier than expected. With the unknown ahead, TD is proactively working to keep partners safe and clients happy.

To stay ahead of the pandemic and to help ensure the safety of others, TD has implemented protocol for COVID-19 on every jobsite including:



SAFETY AWARDS

TDIndustries continues to be acknowledged as a leader in safety at the local, regional and national levels, most recently by the Associated General Contractors (AGC) of America where TDIndustries won the Second Place National Construction Safety Excellence Award for a Specialty Contractor with Over 1 Million Work Hours. The award was earned based on results, risk mitigation, hazard identification and control, training and a comprehensive safety program. For many years, those results (EMR, TRIR and other measurements) tell the same story - TD is a leader in the Specialty Contracting Industry. Our safety metrics have consistently been among the best in the country.

In 2019 TDIndustries' Safety Culture was recognized by both AGC and ABC:

- ABC Pinnacle Safety Award
- Second Place National Construction Safety Excellence Award by the Associated General Contractors of America (AGC)

TD'S WORLD-CLASS SAFETY PROGRAM

Our commitment to safety is reflected in our Core Values. Our Partners are the most valued assets of the company and the welfare of everyone is of the highest importance. We continually and aggressively communicate our safety programs to our Partners and subcontractors.

TDIndustries remains committed to continuously improving our safety programs and culture. In an effort to become a world-class safety focused organization, we began to practice behavioral-based safety. Following this process leads to a more proactive approach, focusing on safe behaviors to prevent injuries. In 2016, we debuted the TD Safety Observation Training (TSOT) program for behavior-based safety training. All leaders from the CEO to foremen have underwent TSOT education.

Safety Observations are the key to improving safety performance by addressing the lead measure indicators and behaviors before they manifest as incidents. These tools will be incorporated into our safety program for this project as well. All local Partners attend our safety orientations which cover all major safety topics for construction sites.



To help ensure a drug-free workplace, we have a comprehensive drug testing program including: pre-employment drug screen, post-incident drug screen, random drug screens and screening upon probable cause. In addition, we require weekly safety meetings, as well as a “Pre-Task Safety Plan” which consists of an outline of individual tasks, any required PPE and how to perform the task safely.

RECENT SAFETY DATA

	EMR	LTIR	TRIR	TOTAL HOURS WORKED
2019	.63	.03	1.4	6,661,989
2018	.77	.3	2.3	6,136,430
2017	.7	.2	2	5,686,471
2016	.73	.2	2.3	4,671,298
2015	.68	.1	2	4,167,223

A SAMPLE OF TD TRAININGS AND CERTIFICATIONS FOR SUPERINTENDENTS, SUPERVISORS, AND MORE

All field supervisors or leads are required to take TEXO Safety First, OSHA 10-hour safety training, as well as other TD required training such as PPE, Fall Protection, EEW, Lockout-Tagout, etc.



FIRST AID/CPR



PPE



LADDER



TEXO SAFETY FIRST

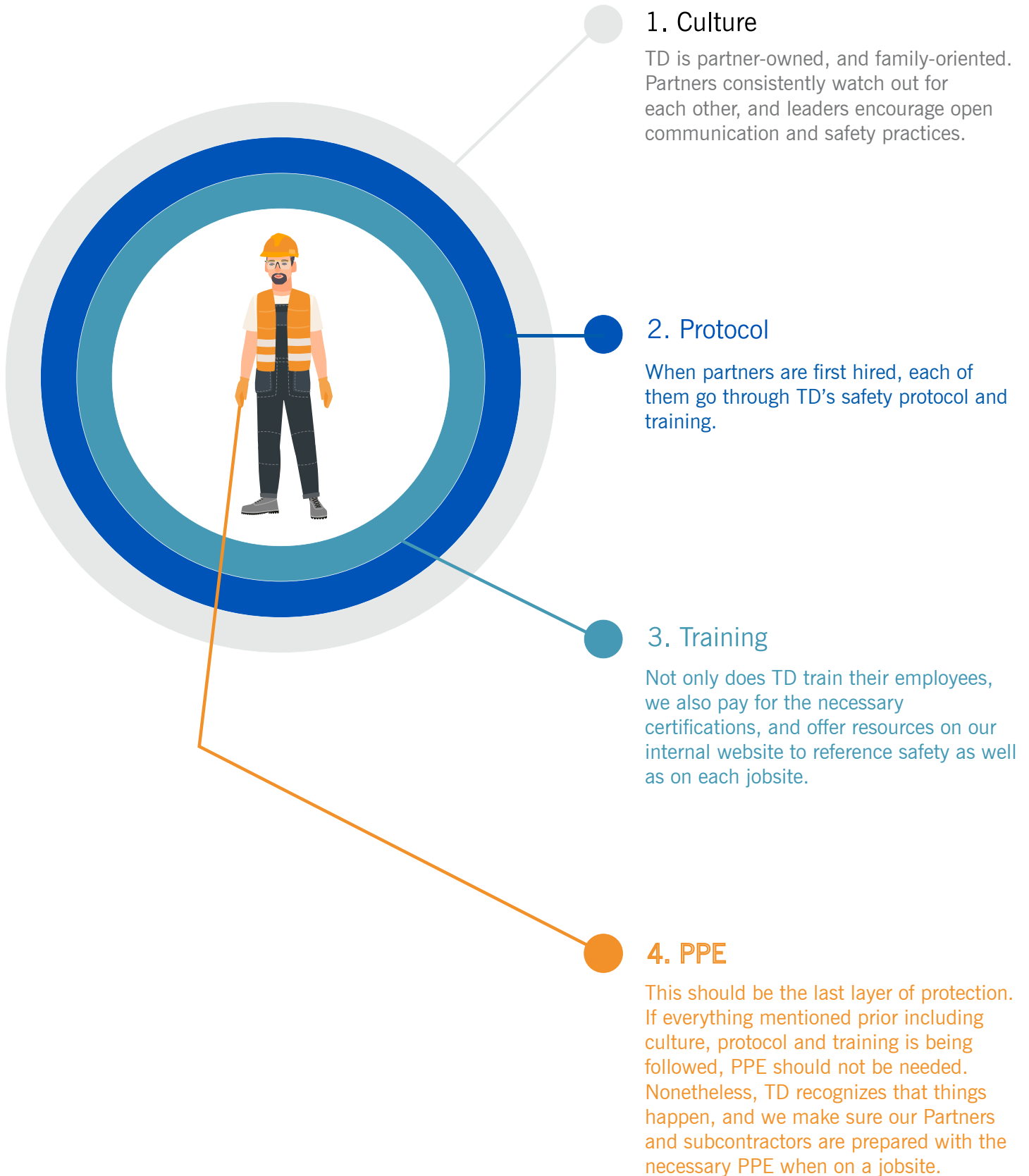


OSHA TRAINING



WHAT IS THE VALUE OF TD'S SAFETY RESOURCES?

LAYERS OF PROTECTION



HOW DOES TD STAY UP TO DATE?

SAFETY APP

TD teamed with application developer, SmartTagIt, to utilize a new real-time and integrated safety app to send notifications, share pre-task safety plans, inspections, observations, and safety alerts.

The system offers robust reporting and safety metrics. The alerts and observations include Partner feedback on their own severity-level rating of the condition or behavior observed.

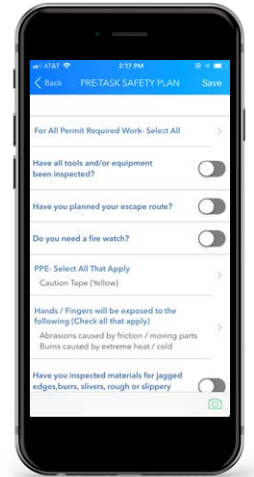
The safety app helps make TD's safety processes:

- » Easier to follow
- » More effective
- » More engaging

The app brings better awareness of hazards and improved planning. It is used by 900+ Partners, including all field leadership and up, plus all service technicians. Partners performing either safety inspections or safety observations have been provided SmartTagIt accounts.

The app will also:

- » Manage the safety performance on all job sites
- » Fix hazards
- » Provide tools to stop unsafe working behaviors
- Engage in proactive safety processes consistently and often



Sample Pre-Task Safety Plan

TAB 5 - VALUE ADD

TAB 5 CONTENTS:

ADDITIONAL INFORMATION RELATED TO PRODUCTS AND SERVICES OFFEROR PROPOSES TO ENHANCE AND ADD VALUE TO THE CONTRACT.

ADDITIONAL INFORMATION

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

<p>Facilities Maintenance and Operations/Facilities Management Services</p> <p>Please see Attachment “G-1”</p>	<p>Type: Full Facility Operations and Maintenance</p> <p>Our Customers:</p> <ul style="list-style-type: none"> » Airports » Higher Education » Convention and Entertainment » Corporate Environment » Data Centers/Critical Environments » Government » Healthcare » School Districts <p>Personnel: All work performed by TD Partners</p> <p>Detailed Features and Benefits:</p> <p>Your buildings serve a deeper purpose; it provides a welcoming, safe environment that houses your customers, staff, and students. We tailor facilities management service to support your business goals. With a local on-site highly qualified team and a wide range of services, we stand ready to flex with your business needs.</p> <ul style="list-style-type: none"> » Mechanical system operation and maintenance » Vertical transportation » Security systems » Renovation and retrofit » Fire Life and Safety » Lighting » Energy Management » Cost containment » LEED certification
<p>Fire Life and Safety (FLS)</p> <p>Please see Attachment “G-2”</p>	<p>Type: Code Compliance, Auditing, Design Engineering, Construction Management, Operation and Maintenance, Training</p> <p>Fire Suppression Systems and Services</p> <p>Personnel: All work performed by TD Partners</p> <p>Detailed Features and Benefits:</p> <p>TDIndustries offers a full range of Fire/Life Safety and Fire Suppression Systems and Services. The need for innovation and continuous improvement methods has never been greater. With our leadership and training programs, we will put in place highly trained personnel to provide a turnkey project performing all key technical, management, and financial functions.</p>

ADDITIONAL INFORMATION

<p>Energy Savings Performance and Management Solutions</p> <p>Please see Attachment “G-3”</p>	<p>Type: Energy Auditing and Facility Assessment</p> <ul style="list-style-type: none"> » Preliminary Audit-Expert modeling and analysis of baseline energy usage and savings » Detailed Energy Audit-Project development and economic analysis <p>Personnel: All work performed by TD Partners</p> <p>Detailed Features and Benefits:</p> <ul style="list-style-type: none"> » In-house Design Engineering and Specification » Construction Project Management » Procurement of materials and trade labor » Safety coordination by our in-house Certified Safety Professional and OSHA-Authorized Trainer » Continuous Commissioning » Ongoing Maintenance and Support Services » Guaranteed Savings Performance Monitoring and Verification » Performance guarantee backed by a history of financial strength, organizational longevity » Facility Staff and Occupant Training » Financing Procurement Support » Including identifying and securing all available grants, rebates, and incentives available to offset project costs
<p>Automation/Controls</p> <p>Please see Attachment “G-4”</p>	<p>Type: Building Automation Systems/Systems Integration Services (BPSI Anti-Terrorism Facility Protection, Intelligent Irrigation Matters, Lighting, Metering, Security/Access Controls, System Integration)</p> <p>Personnel: All work performed by TD Partners</p> <p>Detailed Features and Benefits:</p> <p>TDIndustries develops, deploys, and supports the entire spectrum of intelligent automation and sustainability technologies because they save our customers money. Not only reducing energy costs, but maintenance and emergency costs as well. At the same time, smart systems increase overall efficiency and tenant satisfaction, and extend the life of your building. Our processes dramatically affect long-term planning and your bottom line.</p> <p>They drive efficiencies that, in the end, pay for themselves, including:</p> <ul style="list-style-type: none"> » Total integration of the systems in your building » Reduce operating expenses » You get to make better system choices » A centralized location for all facility data » Web-based interface and open systems architecture » Real-time measurement » Increased tenant satisfaction » Increased employee productivity » Increased property value

ADDITIONAL INFORMATION

<p>Truck Based Services</p> <p>Please see Attachment “G-5”</p>	<p>Type: We offer complete Refrigeration, HVAC, Plumbing, and Electrical repair and maintenance services.</p> <p>Personnel: All work performed by TD Partners</p> <p>Detailed Features and Benefits:</p> <p>We offer a wide variety of superior services ready for immediate response and resolution of jobs of all sizes and complexity. Our comprehensive truck based services, ServiceLink technology, and our broad spectrum of service and repair plans are just a few of the ways we support our commitment to service.</p>
<p>Refrigeration</p> <p>Please see Attachment “G-5”</p>	<p>Type: Commercial Refrigeration Installation, Repair and Maintenance</p> <p>Personnel: All work performed by TD Partners</p> <p>TD works with a variety of manufacturers to offer you the best possible costs on equipment and parts. We also provide preventative maintenance contracts to increase the efficiency and extend the life of your equipment. Our employees are highly trained and experienced to install and service commercial refrigeration systems and are on call 24/7/365 to provide your company with emergency repairs. We support a variety of equipment with low temperature needs and HVAC (heating, ventilation, and air conditioning) sales and service.</p> <p>A sample of the types of facilities we service:</p> <ul style="list-style-type: none"> » Supermarkets » Colleges and Schools » Convenience Stores » Restaurants » Taverns & Bars » Manufacturing Facilities » Refrigerated Warehouses

ADDITIONAL INFORMATION

HVAC Please see Attachment "G-5"	Type: Commercial Heating & Air Conditioning System Services
	Personnel: All work performed by TD Partners
	Detailed Features and Benefits: TD offers comprehensive services for boilers, chillers, air handlers, pumping systems, control systems, and water treatment. Our performance guarantees are unmatched by any other company in this industry. Not only is your exposure to risk reduced, but the quality of service you can expect is superior as well. Regularly scheduled inspections, 24- hour emergency service, full-service maintenance and repairs all extend the life of your systems.
Electrical Please see Attachment "G-5"	Type: Electrical Repair Services
	Personnel: All work performed by TD Partners
	Detailed Features and Benefits: TD is Equipped to handle all of your electrical needs with highly skilled technicians who are licensed and certified in the latest national electrical codes, city codes, and OSHA safety regulations. our service professionals are empowered to give on-site quotes for providing: <ul style="list-style-type: none"> » Interior Finish-Out » Industrial Systems » Electrical Controls » Infrared Imaging Services » Lighting Contracts » Multifamily Services » Outdoor Lighting » Retrofits and Upgrades
Plumbing Please see Attachment "G-5"	Type: Commercial Plumbing Services
	Personnel: All work performed by TD Partners
	Detailed Features and Benefits: For the total lifecycle of your facility - repairs, replacements, renovations, or retrofits - TD has the resources in place. Fully licensed plumbers are available 24 hours a day, seven days a week, to provide: <ul style="list-style-type: none"> » Boiler/Chiller System Repair and Maintenance » Hydro-Jet Service » Water System Repair and Maintenance » Sewer System Repair and Maintenance » Gas System Repair and Maintenance » Certified Backflow Testing » OSHA Certified Confined Entry » Certified Medical Gas Installation and Repair » Electronic Leak Detection » Electronic Line Location » Pro-Temp Service and Maintenance

ADDITIONAL INFORMATION

ATTACHMENT “G-1”

FACILITY MAINTENANCE / MANAGEMENT SERVICE

EXECUTIVE SUMMARY

Thank you for giving TDIndustries the opportunity to provide our proposal for Facility Maintenance Service. We are excited by the opportunity to serve The Cooperative Purchasing Network. TDIndustries has the knowledge, experience, capabilities and flexibility to mobilize a workforce to meet the facility challenges facing OMNIA.

The need for innovation and continuous improvement methods has never been greater. With our leadership and training programs, we will put in place a highly trained, competent site manager backed by professional management and a dedicated facility support and local service team. We will further develop a total facility service plan around your facility needs and support our onsite Supervisor with additional local technicians as needed. We will make the transition to TDIndustries seamless and provide ongoing service with no disruption to OMNIA.

Our staffing plan is built on flexibility. The billable cost presented in the Pricing Section covers staffing as required in the RFP.

Benefit to the Agency Members of OMNIA—You get the benefit of our experience and capabilities in Facilities Management to develop and implement a staffing plan to meet your needs, at no additional charge.

MANAGEMENT AND TECHNICAL EXPERTISE

TDIndustries proposes a manager that will proactively and effectively manage all aspects of facility services. He will be supported by an Operations Manager and our Professional Services Group. Our organization is specifically designed for efficiency with the flexibility to comply with both OMNIA and TDIndustries' operational requirements.

Benefit to the Agency Members of OMNIA—With TDIndustries' leadership and knowledge of facilities, policies and procedures, the transition period will be short with no disruptions—which will increase efficiencies and save you money.

CERTIFICATION/TRAINING OF MULTI-SKILLED WORKFORCE

TDIndustries utilizes highly-skilled technicians at all of our continuous-presence mechanical and facilities services sites. Each TDIndustries employee is tested using TDIndustries' Progression Program. This training and certification program focuses on written and hands-on criteria to determine employee skill levels. The employee then enters the program with the full support of management to continue their career development in as many crafts as desired.

Benefit to the Agency Members of OMNIA—You will not waste any time or money developing a new certification /training program. You will also have the assurance that the people performing your repair work have the necessary skills for the job to be performed in a safe, efficient, and correct manner.

ADDITIONAL INFORMATION

ATTACHMENT “G-1”

FACILITY MAINTENANCE / MANAGEMENT SERVICE

EXECUTIVE SUMMARY

FULL-SERVICE SUPPLIER

TDIndustries is a full-service supplier of engineering, construction and maintenance service. By selecting TDIndustries, you will have over 2,000 professionals and skilled technicians available to you. This includes specialty services such as total facilities and HVAC repair.

Benefit to the Agency Members of OMNIA—Any need you might have associated with repairs, maintenance and capital projects is one phone call away.

MAINTENANCE EXPERIENCE

TDIndustries performs over \$141,000,000 annually at continuous-presence and service/facilities maintenance revenue. We bring the successful programs from these operations to you. They include safety, benchmarking, cost control, quality, equipment availability, management model, employee leadership, community involvement and long term relationships.

Benefit to the Agency Members of OMNIA—You get the benefit of our management processes, procedures and expertise to develop and implement these programs at no additional charge.

SAFETY

TDIndustries is firmly committed to providing excellence in safety. From the CEO to the field supervisor to the technician, every employee recognizes and accepts the requirement to make safety our most important responsibility.

Within TDIndustries, safety and health are not priorities, but values instilled in our employees at all levels.

TDIndustries is focused on getting everyone to automatically think about safety first.

Benefit to the Agency Members of OMNIA—You will not waste any time or money dealing with the issues that arise from developing a new safety program for your mechanical and facility maintenance operation or from someone being injured in the workplace. These safety programs and policies already exist and produce excellent results.

TRANSITION PLAN

TDIndustries has the experience to implement a smooth transition. We have a structured transition plan with proven processes and procedures refined over hundreds of project startups.

Benefit to the Agency Members of OMNIA—You get the benefit of TDIndustries’ transition expertise to help ensure no disruption of service at your buildings.

ADDITIONAL INFORMATION

ATTACHMENT “G-2”

FIRE/LIFE SAFETY AND FIRE SUPPRESSION SYSTEMS

EXECUTIVE SUMMARY

Thank you for giving TDIndustries the opportunity to provide our proposal for Fire/Life Safety and Fire Suppression Systems. We are excited by the opportunity to serve The Cooperative Purchasing Network.

TDIndustries offers a full range of Fire/Life Safety and Fire Suppression Systems and Services. The need for innovation and continuous improvement methods has never been greater. With our leadership and training programs, we will put in place highly trained personnel to provide a turnkey project performing all key technical, management, and financial functions.

CODE COMPLIANCE AUDITING

TDIndustries uses a holistic approach that combines visual inspection, technical analysis, and interviews with facility staff in order that we may provide OMNIA with a detailed review of the current state of buildings fire alarm and fire suppression systems and current code issues that may impact the building and its occupants. This approach enables our engineers to construct a detailed report and a current code compliance matrix that will provide the highest capacity for improvement and the best value to OMNIA.

Benefit to the Agency Members of OMNIA—Successful life safety system and infrastructure improvement programs resulting in increased building occupant safety and current code compliance.

DESIGN ENGINEERING

The design engineering process emphasizes minimization of cost while providing quality designs. The same engineers that participated in the audits will complete the project design, create bid specifications, assist with construction management, and consult on operations. TDIndustries refers to this approach as the “closed-loop” management strategy, which insures consistency and a high degree of quality control throughout the project life cycle and is essential in providing OMNIA with an integrated best value solution.

Benefit to the Agency Members of OMNIA —Allows for a smooth transition from the development stage through the operations stage.

CONSTRUCTION MANAGEMENT

TDIndustries construction management team will inspect the work of all subcontractors for compliance with the design documents and project intent and will develop specific project acceptance criteria, startup, commissioning, and retro-commissioning processes. TDIndustries will focus intently on scheduling work in a manner that minimizes disruption while maintaining a safe environment.

Benefit to the Agency Members of OMNIA —TDIndustries construction strategy will provide for fast implementation and short construction timelines while minimizing disruptions to the building occupants so that the customer will begin to realize life safety system improvements early in the project while minimizing disruption.

ADDITIONAL INFORMATION

ATTACHMENT “G-2”

FIRE/LIFE SAFETY AND FIRE SUPPRESSION SYSTEMS

EXECUTIVE SUMMARY

OPERATION AND MAINTENANCE

TDIndustries will provide a maintenance program for all or part of the contract term, as desired by OMNIA, for all equipment installed under the project. Our role as one of the nation’s most experienced Truck and Site-based Services provider and as an operator of facilities for a wide variety of clients, has enabled us to become expert at developing maintenance plans that will help provide reliable operation with minimal downtime and operational disruption.

Benefit to the Agency Members of OMNIA —You will receive a maintenance strategy that will be based on cost-effectiveness while ensuring that equipment remains in optimal operating condition through the application of sound preventative and predictive maintenance programs.

TRAINING

TDIndustries primary focus for education will be to ensure that the impacted people understand why changes are being made, the proper use of new equipment, and procedures for reporting equipment not performing properly. Technical training for facility personnel will be to provide comprehensive instruction on the operation, troubleshooting, maintenance, and repair of equipment and systems modified or installed.

Benefit to the Agency Members of OMNIA —All parties working together to ensure improved safety, reliability, and peace of mind on a sustained basis.

“TDIndustries has a team of dedicated professionals ready to support all of OMNIA facility needs”.

ADDITIONAL INFORMATION

ATTACHMENT “G-3”

ENERGY SAVINGS PERFORMANCE CONTRACTING

EXECUTIVE SUMMARY

Thank you for giving TDIndustries the opportunity to provide our proposal for Energy Savings Performance Contracting (ESPC). We are excited by the opportunity to serve The Cooperative Purchasing Network.

TDIndustries offers a full range ESPC Services. The need for innovation and continuous improvement methods has never been greater. With our leadership and training programs, we will put in place highly trained personnel to provide a turnkey project performing all key technical, management, and financial functions.

ENERGY AUDITING

TDIndustries uses a holistic approach that combines visual inspection, technical analysis, and interviews with facility staff in order that we may provide OMNIA with an Investment Grade Energy. This approach enables our engineers to construct a detailed model that will provide the highest capacity for improvement and the best value to OMNIA.

Benefit to the Agency Members of OMNIA—Successful energy efficiency and infrastructure improvement programs resulting in realistic savings.

DESIGN ENGINEERING

The design engineering process emphasizes minimization of cost while providing quality designs. The same engineers that participated in the audits will complete the project design, create bid specifications, assist with construction management, and consult on operations. TDIndustries refers to this approach as the “closed-loop” management strategy, which insures consistency and a high degree of quality control throughout the project life cycle and is essential in providing OMNIA with an integrated best value solution.

Benefit to the Agency Members of OMNIA —Allows for a smooth transition from the development stage through the operations stage.

CONSTRUCTION MANAGEMENT

TDIndustries construction management team will inspect the work of all subcontractors for compliance with the design documents and ECM intent and will develop specific project acceptance criteria, startup, commissioning, and retro-commissioning processes. TDIndustries will focus intently on scheduling work in a manner that minimizes disruption while maintaining a safe environment.

Benefit to the Agency Members of OMNIA —TDIndustries construction strategy will provide for fast payback items with short construction timelines to be installed first so that the customer will begin to realize savings early in the project.

ADDITIONAL INFORMATION

ATTACHMENT “G-3”

ENERGY SAVINGS PERFORMANCE CONTRACTING

EXECUTIVE SUMMARY

OPERATION AND MAINTENANCE

TDIndustries will provide a maintenance program for all or part of the contract term, as desired by OMNIA, for all equipment installed under the project. Our role as one of the nation’s most experienced Truck and Site-based Services provider and as an operator of central energy plants for a variety of facilities, has enabled us to become expert at developing maintenance plans that will help provide reliable operation with minimal downtime and operational disruption.

Benefit to the Agency Members of OMNIA —You will receive a maintenance strategy that will be based on cost-effectiveness while ensuring that equipment remains in optimal operating condition through the application of sound preventative and predictive maintenance programs.

MEASUREMENT AND VERIFICATION PLAN DEVELOPMENT

TDIndustries places a great emphasis on the measurement of results and takes great pride in the performance of our projects. We will develop an annual Measurement & Verification (M&V) plan that best meet the requirements of OMNIA and which will be in compliance with International Performance Measurement and Verification Protocols and with the Texas Energy Assessment Monitoring and Verification Guidelines.

Benefit to the Agency Members of OMNIA —An agreed upon M&V plan that will clearly measure the results and protect OMNIA from the potential of an under-performing project.

TRAINING

TDIndustries primary focus for education will be to ensure that the impacted people understand why changes are being made, the proper use of new equipment, and procedures for reporting equipment not performing properly. Technical training for facility personnel will be to provide comprehensive instruction on the operation, troubleshooting, maintenance, and repair of equipment and systems modified or installed.

Benefit to the Agency Members of OMNIA —All parties working together to ensure improved comfort, reliability, and guaranteed energy savings on a sustained basis.

“TDIndustries has a team of dedicated professionals ready to support all of OMNIA facility needs”.

ADDITIONAL INFORMATION

ATTACHMENT “G-4”

AUTOMATION AND CONTROLS

EXECUTIVE SUMMARY

TD knows and deeply understands how seamlessly, efficiently and optimally buildings operate when they have the right automation and controls. And the truth is, these days you can't afford not to have them.

ENERGY AUDITING

That's why having automation and controls are so critical. They dramatically affect long-term planning and your bottom line. Plus they drive efficiencies that, in the end, pay for themselves, including:

- » Total integration of the systems in your building
- » Reduce operating expenses
- » You get to make better system choices
- » A centralized location for all facility data
- » Web-based interface and open systems architecture
- » Real-time measurement
- » Increased tenant satisfaction
- » Increased employee productivity
- » Increased property value

Benefit to the Agency Members of OMNIA— can make a dramatic difference in how intelligently your business operates. We're here to enhance your facility and guide you toward economies in all areas of your business. However, these days the one area in which you can get the most cost savings is in energy consumption. At the heart of energy savings is automation and controls.

BPSI ANTI-TERRORISM FACILITY PROTECTION

TD has an exclusive agreement with BPSI, the developers of the first complete chemical, biological, radiological, nuclear (CBRN) detection system that actively and reliably protects buildings, mass transit stations, stadiums and public events from airborne toxins. It's a breakthrough, mission-critical detection solution no building should be without.

INTELLIGENT IRRIGATION MATTERS

A number of technologically astute irrigation systems are available to help you manage your grounds. Should you need sprinkler systems with automatic sensors, we can provide them. Should you need a sustainable solution, we offer a system that captures and uses rainwater and gray water. But these are just a couple of the many innovative irrigation services available. You can rely on TD professionals' in-depth knowledge and understanding to guide you in determining which systems will be best for your facility.

AUTOMATION AND CONTROLS

EXECUTIVE SUMMARY

LIGHTING

Better lighting control increases productivity. That’s why TD is ready with high-level conceptual solutions. We do it all – from design and implementation of new lighting systems to retrofits with existing operations. Either way, we make sure they are properly integrated with other critical building systems.

Sustainability is also paramount in terms of using energy efficiently, which is why TD offers clever daylight strategies to extend light in the workplace. Another unique offering is the manipulation and modulation of artificial lighting to reflect daylight availability.

METERING

TD enables you to have real-time knowledge about utility consumption. When you know what’s going on, you save.

The industry-defining solution we offer is utiliVisor, a well-known Continuous Commissioning™ application. Our Web-based, continuous oversight process measures, presents and analyzes key facility indicators – 24/7. It calculates real-time operating cost, and monitors and archives critical building data. You can’t afford not to use it.

TD can install meters and sub-meters, or even integrate with existing meters. Beyond savings on metering solutions, this can also improve your tenant billing accuracy.

SECURITY / ACCESS CONTROLS

Safeguarding your building is an area of expertise for us. That’s why TD offers the most sophisticated systems available that include CCTV Camera Systems, Video Badging, Access Control and more. You can feel confident and secure that TD is watching out for you in every way.

SYSTEM INTEGRATION

Superior system integration means receiving one intelligent, comprehensive solution that provides effective streamlining of operations, lower installation costs and optimized energy efficiency. It also reduces operating costs, offers multiple protocol management, and gives you something that everybody wants: increased comfort and productivity in the workplace. At TD, you get all this and more, from the following specialized services:

- » Custom Integration Solutions
- » HVAC Control Systems
- » Lighting Control Systems
- » Direct Digital Controls
- » Electronic Access Controls
- » Video Badging
- » CCTV Camera Systems
- » Power Distribution
- » Elevator Controls
- » Planned Maintenance
- » Emergency Systems and Services
- » Software and Programming Support
- » Operator Support and Training
- » Remote Monitoring and Support
- » Multi-Building Campus Integration
- » Utility Metering Solutions
- » Energy Use and Consumption Analysis
- » Design Specification Consulting

ADDITIONAL INFORMATION

ATTACHMENT “G-5”

HVAC, ELECTRICAL, AND PLUMBING

EXECUTIVE SUMMARY

TRUCK BASED SERVICES

TD has a wide variety of superior services ready for immediate response and resolution of jobs of all sizes and complexity, the core of which is based in our comprehensive Truck-Based Services.

In addition to truck-based services, real-time operations are what drive this excellent offering, the foundation of which is a proprietary, state-of-the-art Tier 1 database. This world-class, highly secure knowledge base is comprised of everything that can possibly be logged from the day we begin your service: start-up dates, service numbers, statistics, strategic plans, LEED reports, energy calculations and more.

More than 65 years of experience has led us to consistently offer you the following tangible benefits:

- » Technical expertise – extensively trained, experienced TD Partners
- » Self-performed delivery
- » Customer Contact Center – 24/7 live operator and dispatch
- » Large truck fleet – 300+ available at all times
- » Broad geographic coverage

Planned Maintenance Services / Select Capital Projects / Scheduled Repair and Replace Services / Emergency On-Demand Service

Benefit to the Agency Members of OMNIA — We are available 24 hours a day, seven days a week, 365 days a year. For service that extends beyond a one-time visit, we offer Diagnostic Evaluation and Problem Resolution. Also, our service plans have no manufacturer bias. TD will research all manufacturers for the absolute best value and application when replacing system components. We work with you to give you the best solutions because we have your best interests in mind.

ATTACHMENT “G-5”

HVAC, ELECTRICAL, AND PLUMBING

EXECUTIVE SUMMARY

REFRIGERATION

TDIndustries is a local service provider with a wide range of capabilities that include Commercial Kitchen repairs and maintenance. TDIndustries’ local team is comprised of licensed technicians in HVAC, Plumbing, and Electrical adding to total capabilities. The TD commercial kitchen group has extensive experience with a variety of equipment.

This type of equipment includes but is not limited to:

- » Coolers
- » Ice machines
- » Ovens
- » Steamers
- » Warmers
- » Fryers
- » Grills and Griddles
- » Beverage Dispensers
- » Exhaust Systems
- » Walk-in Coolers
- » Batch Freezers
- » Commercial and Industrial Refrigeration

TDIndustries is familiar with numerous purchasing cooperatives allowing TD to streamline purchasing needs on special projects that may be time sensitive. As a local service provider staffed with a 24-hr service call line we are available with response times typically between 2-4 hours and in some cases sooner.

Our Industrial Refrigeration and Food and Beverage Equipment technicians service both hot-side as well as cold-side equipment in food service and industrial or commercial operations.

ELECTRICAL

Whether replacing a light switch, rebuilding a 1,000-amp service in the middle of the night, or providing major service upgrades, TD is equipped to handle your electrical needs. Here are the benefits of our services:

- » Highly skilled technicians that are licensed, certified and trained in the latest national electrical codes, city codes and OSHA safety regulations
- » Service professionals empowered to give on-site quotes, offering you competitive estimates
- » Expert installers that deliver interior finish-out and system upgrades

Plus, TD responds 24 hours a day, seven days a week to provide:

- » Electrical Controls
- » Industrial Systems
- » Infrared Camera Services
- » Lighting Contracts
- » Multi-family Service
- » Outdoor Lighting
- » Retrofits and Upgrades
- » Surge Protection

ADDITIONAL INFORMATION

ATTACHMENT “G-5”

HVAC, ELECTRICAL, AND PLUMBING

EXECUTIVE SUMMARY

PLUMBING

From emergency repairs to a major renovation, a small or large commercial industrial or multi-family installation, TD has the resources. Years of extensive experience, training and education programs enable us to fully understand what it takes to keep your specific system operating at its peak efficiency. Fully licensed plumbers are available 24 hours a day, seven days a week for your convenience. Among the highly specialized plumbing services available are:

- » Boiler/Chiller System Repair and Maintenance
- » Hydro-Jet Service
- » Water System Repair and Maintenance
- » Sewer System Repair and Maintenance
- » Gas System Repair and Maintenance
- » Certified Backflow Testing
- » OSHA-Certified Confined Entry
- » Certified Medical Gas Installation and Repair
- » Electronic Leak Detection
- » Electronic Line Location
- » Sewer Pipe Video Inspection
- » Pro-Temp Service and Maintenance

HVAC

TD offers expert, comprehensive services that include everything from boilers, chillers, and air handlers to pumping systems, control systems and water treatment. Our performance guarantees are admittedly unmatched by any other company, so it reduces your risk. You can also expect regularly scheduled inspections, 24-hour emergency service, and full-service maintenance and repairs that extend the life of your systems.

TD's strength in commercial HVAC service is based upon the coupling of high-level thinking with high concept technology. It's a powerful dynamic that empowers expert, brand-savvy TD professionals to investigate and swiftly uncover the root causes of building system failures. And then offer exceptional commercial HVAC solutions you can trust. In the technology arena, TD leverages:

- » Special leak-detection tools, which mean faster and less disruptive repairs
- » Infrared imaging that identifies potentially dangerous situations in your electrical circuitry
- » Vibration analysis that reduces your equipment downtime and extends equipment life

Overall, TD's ability for solving air-conditioning and refrigeration problems is respected throughout the industry. Why? It all comes down to customer trust, which is based on putting you first.

TAB 6 - ADDITIONAL REQUIRED DOCUMENTS

TAB 6 CONTENTS: APPENDIX C

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY (APPENDIX C, DOC #1)

ANTITRUST CERTIFICATION STATEMENT (TEX. GOVERNMENT CODE 2155.005) (APPENDIX C, DOC#2)

IMPLEMENTATION OF HOUSE BILL 1295 CERTIFICATE OF INTERESTED PARTIES (FORM 1295) (APPENDIX C, DOC #3)

TEXAS GOVERNMENT CODE 2270 VERIFICATION FORM (APPENDIX C, DOC #4)

ANY ADDITIONAL AGREEMENTS OFFEROR WILL REQUIRE PARTICIPATING AGENCIES TO SIGN

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date

6/26/20

Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

TDIndustries, Inc.

Contact


Signature

Lorraine Vuong

Printed Name

Cooperative Contracts Coordinator

Position with Company

Address

9525 Derrington Rd.

**Official
Authorizing
Proposal**


Signature

Crystal Seiler

Printed Name

PST Manager

Position with Company

Phone

713-996-3121

Fax

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.
TDIndustries, Inc.
Houston, TX United States

Certificate Number:
2020-639301

Date Filed:
07/01/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 4 ESC

Date Acknowledged:

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.
20-04
HVAC Equipment, Installation, Service & Related Products

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

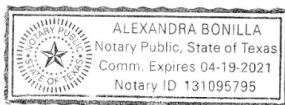
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Crystal Seiler and my date of birth is 10/16/85
My address is 9525 Derrington Rd Houston Tx 77064 Harris
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 8 day of July, 20 20
(month) (year)



Crystal Seiler

Signature of authorized agent of contracting business entity (Declarant)



Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Crystal Seiler, as an authorized representative of

TDIndustries, Inc., a contractor engaged by


Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

6/26/20
Date

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

- i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.
 - ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.
- c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimis, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).
- d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-

assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance

for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2

C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, TDIndustries, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Crystal Seiler, PST Manager

Date" 6/26/20

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor

shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: TDIndustries, Inc.

Address, City, State, and Zip Code: 9525 Derrington Rd., Houston, TX 77064

Phone Number: 713-939-1986 Fax Number: _____

Printed Name and Title of Authorized Representative: Crystal Seiler - PST Manager

Email Address: crystal.seiler@tdindustries.com

Signature of Authorized Representative:  Date: 6/26/20

DIVERSITY PROGRAMS

Do you currently have a diversity program or any diversity partners that you do business with? Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

Valuing differences has always been one of TD's basic values. And that belief is practiced among our Partners, customers, suppliers and vendors, and within our community. TD understands that the diversity among us is our greatest strength and is critical to our continued success. Our CEO, Harold MacDowell, continuously strives for representation and inclusion at all levels of the organization. TD recognizes that diversity and inclusion are not only the right things to do, but are strategic pillars to achieving our success and growth for the future

ADDENDUM NO. 1



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

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NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, April 7, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 1 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, March 24, 2020 @ 2:00 PM Central Time and extended as indicated below and above:
 - Tuesday, April 7, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TDIndustries, Inc.

Contact Person Crystal Seiler

Signature 

Date 6/26/20

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

ADDENDUM NO. 2



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NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 20-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, April 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 2 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, April 7, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, April 14, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TDIndustries, Inc.

Contact Person Crystal Seiler

Signature 

Date 6/26/20

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

ADDENDUM NO. 3



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NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 3 is hereby issued as follows:

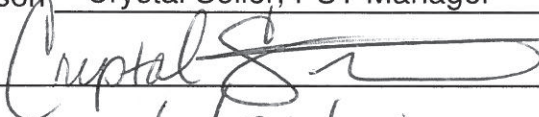
- 1. Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, April 14, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, May 5, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TDIndustries, Inc.

Contact Person Crystal Seiler, PST Manager

Signature 

Date 6/26/20

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

ADDENDUM NO. 4



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NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 4 is hereby issued as follows:

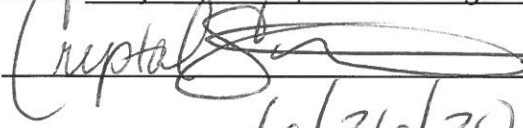
1. **Proposal Format:** The submission requirement in Section 5 in the "Instructions to Offerors" in this RFP is hereby revised as follows:
 - The requirement for two (2) bound copies is waived.
 - Offeror must submit their complete response on two (2) electronic copies; pin/flash drives. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.
2. **Required Documents**
 - Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TDIndustries, Inc.

Contact Person Crystal Seiler, PST Manager

Signature 

Date 6/26/20

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

ADDENDUM NO. 5



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NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 20-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Thursday, June 18, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 5 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 5 is hereby issued as follows:


- 1. Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, May 5, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Thursday, June 18, 2020 @ 10:00 AM Central Time
- 2. Approval from Region 4 ESC:** Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:
 - August 25, 2020 (*tentative and subject to change*)

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TDIndustries, Inc.

Contact Person Crystal Seiler, PST Manager

Signature  _____

Date 6/26/20

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

ADDENDUM NO. 6



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NOTICE TO OFFEROR

ADDENDUM NO. 6

Solicitation Number 20-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, July 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 6 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 6 is hereby issued as follows:

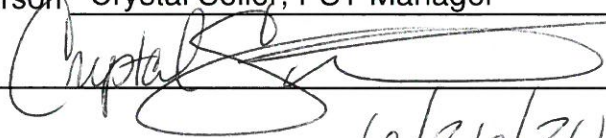
- 1. Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, June 18, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, July 14, 2020 @ 10:00 AM Central Time
- 2. Approval from Region 4 ESC:** Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:
 - August 25, 2020 (*tentative and subject to change*)

RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name TDIndustries, Inc.

Contact Person Crystal Seiler, PST Manager

Signature 

Date 6/26/20

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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